



Udaipur Smart City Limited

National Competitive Bidding (Single stage two envelope)

for

**Design, Development and Implementation of IT Platform for
Smart Parking, Transport Management, Solid Waste
Management, Vending Carts Tracking Management, Udaipur
Smart City Tourism**

BID No: E- 06/2017-18

July 14, 2017

**Chief Executive Officer
Udaipur Smart City Limited, Udaipur**

Bidding Document

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UDAIPUR SMART CITY LIMITED

Municipal Corporation, Udaipur, Town Hall, Udaipur

Tel: 0294-2421255 ; Fax: 0294-2421255

Website: www.udaipursmartcity.in, E-mail: mc_udaipur@rediffmail.com

Notice Inviting E-Tender 06 / 2017-18

Nit No.: USCL/dev{ }/2017-18/ E_06


Date:- 14-07-2017

The USCL invites online tenders in two envelop system i.e. one eligibility bid and other financial bid from the specialized agencies dealing with, for the following work:

| S No | Name of Work | Estimated Cost (Rs. in Lacs) | Bid Security | Tender Fee | Period of completion | Publish date & Start date of downloading of Bid documents | Pre-bid Meeting Date and Time | Last date of submission of on-line bids | Last date & time of submission of depositing documents in hard copy as stated under | Date of opening of technical bids |
|------|---|------------------------------|--------------|---|----------------------|---|--------------------------------------|---|---|-----------------------------------|
| | | | | Processing Fee pay to M.D. RISL, Jaipur | | | | | | |
| 1 | Design, Development and Implementation of IT Platform for Smart Parking, Transport Management, Solid Waste Management, Vending Carts Tracking Management, Udaipur Smart City Tourism. | 465.00 | 930000/- | 10,000/- 1,000/- Processing Fee | 24 months | 15.07.17 from 11:00 A.M. | 27.07.17 (up to 03:00 P.M.) | 17.08.17 (up to 06:00 P.M.) | 18.08.17 up to 03:00 P.M. | 18.08.17 at 04:00 P.M. |

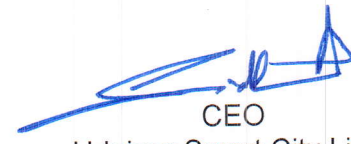
Earnest money and cost of tender documents shall be deposited through RTGS/ NEFT in the account of Smart City Udaipur having account no. 004994600000301 with YES Bank, Ground & First floor, "Goverdhan Plaza" 29 N.N. Acharya Marg, Udaipur branch (IFSC code YESB0000049). The unique transaction reference of RTGS/ NEFT shall be uploaded by the tenderer along with scanned copies of eligibility documents with "Eligibility Bid". The financial bid shall be submitted online only. Hard copies of documents related to eligibility bid and UTR of EMD/ cost of tender documents shall however also be submitted to USCL, Municipal Corporation Udaipur. The provisions of RTTP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules thereto, the latter shall prevail.

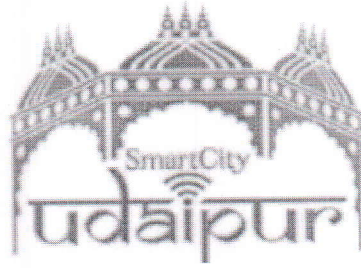
- 1- Detailed NIT & BID documents can be seen at the websites <http://sppp.rajasthan.gov.in/> & <http://eproc.rajasthan.gov.in> and may be downloaded and uploaded free of cost from <http://eproc.rajasthan.gov.in>.
- 2- Any subsequent addendum / corrigendum shall be published only at the websites <http://sppp.rajasthan.gov.in/> & <http://eproc.rajasthan.gov.in>


CEO
Udaipur Smart City Limited

प्रतिलिपी :-

1. प्रबन्ध निदेशक, राजस्थान सम्वाद, सूचना एवं जन सम्पर्क विभाग परिसर, शासन सचिवालय, जयपुर को प्रेषित कर निवेदन है कि उपरोक्त निविदा का प्रकाशन :-
 1. एक क्षेत्रीय दैनिक समाचार पत्र 50 हजार प्रतियों से अधिक परिचालन वाले उदयपुर संस्करण में,
 2. एक राज्य स्तरीय समाचार पत्र जयपुर एवं उदयपुर संस्करण में,
 3. एक अखिल भारतीय स्तर के हिन्दी समाचार पत्र के दिल्ली, मुम्बई, कोलकाता, बेंगलुरु संस्करण में प्रकाशित कराने का श्रम करावें।
2. प्रबन्धक ओसवाल डाटा प्रोसेसर, प्रथम तल, नगर निगम, परिसर, उदयपुर को वेब साईट पर प्रकाशित करने हेतु।


CEO
Udaipur Smart City Limited



UDAIPUR SMART CITY LIMITED

Telephone: 0294-2421255, Email: mc_udaipur@rediffmail.com

DETAILED NOTICE INVITING BID (NIB)

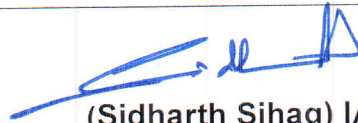
NIT No: 06 / 2017-18

Udaipur Smart City Limited invites online unconditional tenders under Single Stage two-envelope system are invited through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders as per criteria mentioned in bid document, for **IT Platform for Smart Components in Udaipur** for Udaipur Smart City Limited.

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| Name & Address of the Procuring Entity | Name: Mr. Sidharth Sihag, Chief Executive Officer Address: Udaipur Smart City Limited, Udaipur |
| Subject Matter of Procurement | Design, Development and Implementation of IT Platform for Smart Parking, Transport Management, Solid Waste Management, Vending Carts Tracking Management, Udaipur Smart City Tourism |
| Period of completion of physical works | Twenty Four (24) months and 5 years of Maintenance and Support of any software components developed. Phase-I is to be completed in 12 months. Phase-II is to be completed in 6 months. Phase-III is to be completed in 6 months. |
| Bid Procedure | Single-stage: Two Part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in |
| Selection Method | Quality & Cost Based Selection (QCBS) |
| Eligibility Criteria | As detailed in bid documents |
| Websites for downloading Bidding Document | sppp.rajasthan.gov.in eproc.rajasthan.gov.in |
| Fees | RFQ document fee: Rs. 10,000 (Rupees Ten Thousand only) in Demand Draft in favour of "Chief Executive Officer, Udaipur Smart City Limited" payable at Udaipur, Rajasthan or shall be deposited through |

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| | <p>RTGS/ NEFT in the account of Udaipur Smart City Limited having account number 004994600000301 with Yes Bank Limited, Ground & First Floor, "Goverdhan plaza" 29 N N Acharya Marg, payable at Udaipur, Rajasthan (IFSC Code YESB0CMSNOC)</p> <p>RISL Processing Fee: Rs. 1000 (Rupees one thousand only) in BC/Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur" or shall be deposited through RTGS/ NEFT in the account of Udaipur Smart City Limited having account number 004994600000301 with Yes Bank Limited, Ground & First Floor, "Goverdhan plaza" 29 N N Acharya Marg, payable at Udaipur, Rajasthan (IFSC Code YESB0CMSNOC)</p> |
| Bid Security and Mode of Payment | <p>Amount: Rs. 9,30,000/-</p> <p>Mode of Payment: Banker's Cheque/Demand Draft drawn on any Scheduled Commercial Bank or Bank Guarantee as per Bid document.</p> |
| Period of on-line availability of Bidding Documents (Start / End Date) | From: 15-07-2017, 11.00 AM onwards till 06:00 PM of 17-08-2017 |
| Pre-bid Meeting | <p>Date/ Time 27-07-2017 at 03:00 PM</p> <p>Place: Udaipur Smart City Limited, Udaipur</p> |
| Manner, End Date for submission of Bids | <p>Manner: Online at e-Proc website http://eproc.rajasthan.gov.in</p> <p>End Date: 17-08-2017 (up to 06:00 P.M.)</p> |
| Submission of original Banker's Cheque/ Demand Draft for Bid Document cost, Bid Security, Bid Processing Fee & other documents listed herein after | 18-08-2017 till 03:00 PM |
| Date & Time of Technical Bid Opening | <p>Date: 18-08-2017</p> <p>Time: 04:00 PM</p> |
| Date/ Time/ Place of Financial Bid Opening | Will be intimated later to the Technically qualified bidders |
| Bid Validity | 180 days from the bid submission deadline |
| Note: | |

- 1) Bidders (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD / Banker's Cheques / BG (if applicable) for RFP Document Fees, RISL Processing Fees and Bid Security should be submitted physically in original at the office of Udaipur Smart City Limited, Udaipur by time and date mentioned above as prescribed in bid document and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In addition to above, the following original documents should also be submitted physically in the Udaipur Smart City Limited, Udaipur office by time and date mentioned above and scanned copies of same should also be uploaded along with the technical Bid/ cover:
 - i. Letter of Technical Bid
 - ii. Power of Attorney for appointing authorized representative
 - iii. Joint Venture Agreement (if applicable)
 - iv. Proof of Registration in AA class as required
- 3) Any subsequent addendum/corrigendum shall be published only at the websites www.sppp.raj.nic.in & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
- 4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
- 5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 6) All the prospective bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and bid documents are studied thoroughly.
- 7) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
- 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 9) No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
- 10) The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.



(Sidharth Sihag) IAS
Chief Executive Officer
Udaipur Smart City Limited,
Udaipur

Section-I: Instructions to Bidders

INSTRUCTION TO BIDDERS

Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Law shall prevail.

| 1. General | | | |
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| 1.1 | Scope of Bid | 1.1.1 | In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity as indicated in the BDS, issues this Bidding Document for the procurement of works as named in the BDS and as specified in Section V, Procuring Entity's Requirements. |
| 1.2 | Interpretation | 1.2.1 | Throughout this Bidding Document: the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt. if the context so requires, singular means plural and vice versa; and “Day” means calendar day |
| 1.3 | Code of Integrity | 1.3.1 | Any person participating in the procurement process shall,- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii. not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; iv. not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; vi. not obstruct any investigation or audit of a procurement process; vii. disclose conflict of interest, if any; and |

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| | | | viii. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity. |
| | | 1.3.2 | <p>Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> i. have controlling partners/ shareholders in common; or ii. receive or have received any direct or in direct subsidy from any of them ;or iii. have the same legal representative for purposes of this Bid; or iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or v. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or vii. the Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract. |
| | | 1.3.3 | The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms. |

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| | | 1.3.4 | Breach of Code of Integrity by the Bidder:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act. |
| 1.4 | Eligible Bidders | 1.4.1 | A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association:- all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement. |
| | | 1.4.2 | A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or an eligible country declared as such by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any part of the Contract including related services. |
| | | 1.4.3 | A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document. |

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| | | 1.4.4 | A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity. |
| | | 1.4.5 | The Bidder must be a registered Contractor in appropriate class with the Department/ Organization. He shall furnish necessary proof for the same. PSU can be participate in tender without registration. |
| | | 1.4.6 | <p>i Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/ member of the firm, etc from any liability under the Contract.</p> <p>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>iii The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stakeholder must agree to abide by all terms and conditions of the Contract.</p> |
| | | 1.4.7 | Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request. |
| | | 1.4.8 | In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empanelled or registered Bidders. |
| | | 1.4.9 | Each Bidder shall submit only one Bid except in case of alternative bids, if permitted. |
| | | 1.4.10 | <p>Bidder who is not registered under the Sales Tax Act prevalent in the State of Rajasthan can bid, however selected bidder shall have to be got registered with the Sales Tax department of the state government and submit the proof of registration before signing the Contract agreement.</p> <p>He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax</p> |

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| 2. Contents of Bidding Document | | | |
| 2.1 | Sections of the Bidding Document | 2.1.1 | <p>The Bidding Document consists of Parts I, II and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].</p> <p>Part I: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms</p> <p>Part II: Requirements Section V. Procuring Entity's Requirements.</p> <p>Part III: Contract Section VI A. General Conditions of Contract [GCC] Section VI B. Special Conditions of Contract [SCC] Section VI C. Contract Forms</p> |
| | | 2.1.2 | The Invitation for Bids (NIB) issued by the Procuring Entity is also part of the Bidding Document. |
| | | 2.1.3 | i. The Bidding Document shall be uploaded on the e-procurement portal, eproc.rajsthan.gov.in along with the Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal, sppp.rajsthan.gov.in . The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bid shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal. |
| | | 2.1.4 | The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal. |
| | | 2.1.5 | The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid. |
| 2.2 | Clarification of Bidding Document and Pre-Bid Conference | 2.2.1 | The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the Works and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the |

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| | | | specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids]. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document. |
| | | 2.2.2 | The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity. |
| | | 2.2.3 | The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the date of Pre-Bid Conference. |
| | | 2.2.4 | Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference. |
| | | 2.2.5 | At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing |

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| | | | an addenda which will form part of the Bidding Document. |
| | | 2.2.6 | Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder. |
| 2.3 | Amendment of Bidding Document | 2.3.1 | Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal. |
| | | 2.3.2 | To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e-procurement portal and newspapers. |
| 3. Preparation of Bids | | | |
| 3.1 | Cost of Bidding | 3.1.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| | | 3.1.2 | The Bidder shall furnish the scanned attested copies of following documents with its Bid:- <ul style="list-style-type: none"> i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm. ii. VAT/ Sales Tax registration certificate and VAT/Sales Tax clearance certificate from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) given by the Income Tax Department. iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship. iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid. v. Where permitted to bid as Joint Venture, |

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| | | | Consortium or Association, letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture, Consortium or Association. |
| 3.2 | Language of Bid | 3.2.1 | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 3.3 | Documents Comprising the Bid | 3.3.1 | The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. One more cover containing scanned copies of proof of payment in form specified in Bid Data Sheet, of the price of Bidding Document, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately. |
| | | 3.3.2 | The Technical Bid/ Proposal shall contain the following : i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms]; ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10; iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11; iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid; v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; vi. Drawings/ designs in support of the Works to be executed; vii. the Notice Inviting Bids; viii. any other document required in the BDS; and |

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| | | | ix. others considered necessary to strengthen the Bid submitted. |
| | | 3.3.3 | The Financial Bid/ Price Proposal shall contain the following : Financial Bid and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5; Any other document required in the BDS. |
| 3.4 | Bid Submission Sheets and Price Schedules | 3.4.1 | The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| | | 3.4.2 | The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms]. |
| 3.5 | Bid Prices | 3.5.1 | i. In case of Item Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity but will have to be executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. ii. In case of Percentage Rate Contracts, combined single percentage above or below must be quoted by the Bidder for all items of the Bill of Quantities. iii. In case of Lump Sum Contracts, only Total Price which the Bidder wants to charge for the entire Works with all its contingencies in accordance with drawings and specifications shall be quoted by the Bidder. A Schedule of Rates shall be specified in the Bid Data Sheet in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works specified in Activity Schedule given in Bid Data Sheet. |
| | | 3.5.2 | Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in |

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| | | | accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the adjustment shall be treated as zero. |
| | | 3.5.3 | All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder. |
| 3.6 | Currencies of Bid. | 3.6.1 | The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS. |
| 3.7 | Documents Establishing the Eligibility of the Bidder | 3.7.1 | To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms]; if the Bidder is an existing or intended Joint Venture [JV], Consortium or Association in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or intended JV shall authorize an individual/ partner in one of the firms as lead partner of the JV to act and commit all the partners of JV for the Bid. |
| 3.8 | Documents Establishing the Qualifications of the Bidder | 3.8.1 | To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified in Section III, [Evaluation and Qualification Criteria]. |
| 3.9 | Period of Validity of Bids | 3.9.1 | Bids shall remain valid for 180 days or the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. |
| | | 3.9.2 | In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.10 [Bid |

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| | | | Security] shall also be got extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid. |
| 3.10 | Bid Security | 3.10.1 | Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS. |
| | | 3.10.2 | Bid Security shall be 2% of the value of the Works indicated in the NIB. For bidders registered with the Procuring Entity, the bid security shall be 0.5% of the value of works indicated in the NIB. The bid security shall be in Indian Rupees, if not otherwise specified in the BDS. |
| | | 3.10.3 | The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format, or deposited through eGRAS/ net banking, if permitted. |
| | | 3.10.4 | In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section IV [Bidding Forms]. |
| | | 3.10.5 | Scanned copy of Bid Security instrument or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected. |
| | | 3.10.6 | Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited. |
| | | 3.10.7 | The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity. |

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| | | 3.10.8 | Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.10.3. The Procuring Entity shall respond promptly to such a request. |
| | | 3.10.9 | The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy. |
| | | 3.10.10 | The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security]. |
| | | 3.10.11 | The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or iii. when the Bidder fails to commence the Works as per Work Order within the time specified; or iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the prescribed time limit after the work order is placed; v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors]. |

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| | | 3.10.12 | In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security. |
| | | 3.10.13 | The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:- i. the expiry of validity of Bid Security; ii. the execution of agreement for procurement and Performance Security is furnished by the successful bidder; iii. the cancellation of the procurement process; or iv. the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted. |
| | | 3.10.14 | The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV shall enter in to an Agreement to form a legally constituted JV after the issue of Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted. |
| 3.1 1 | Format and Signing of Bid | 3.11.1 | All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid. |
| 4. Submission and Opening of Bids | | | |
| 4. 1 | Sealing and Marking of Bids | 4.1.1 | Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.raj.nic.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal. |

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| | | 4.1.2 | The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL. |
| 4.2 | Deadline for Submission of Bids | 4.2.1 | Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof. |
| 4.3 | Withdrawal, Substitution and Modification of Bids | 4.3.1 | A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal, duly digitally signed by the Bidder or his authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 3.11.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids]. |
| | | 4.3.2 | No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.9.[Period of Validity of Bids] or any extension thereof. |
| 4.4 | Bid Opening | 4.4.1 | The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present. |
| | | 4.4.2 | The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening. |
| | | 4.4.3 | The Bidders may choose to witness the electronic Bid opening procedure online. |
| | | 4.4.4 | The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found |

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| | | | qualified by the Procuring Entity in evaluation of their Technical Bids. |
| | | 4.4.5 | The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids. |
| | | 4.4.6 | <p>First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.</p> <p>Next, covers marked as "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marked as "MODIFICATION Technical Bid" shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in</p> |

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| | | | accordance with ITB Sub-Clause 4.4.4. |
| | | 4.4.7 | <p>All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed; iv. any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p> |
| | | 4.4.8 | <p>Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</p> |
| | | 4.4.9 | <p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p> |
| | | 4.4.10 | <p>After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of Financial Bids.</p> |

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| | | 4.4.11 | The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document. |
| | | 4.4.12 | The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity. |
| | | 4.4.13 | <p>All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded-</p> <ol style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.</p> |
| | | 4.4.14 | The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date. |
| 5. Evaluation and Comparison of Bids | | | |

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| 5.1 | Confidentiality | 5.1.1 | Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. |
| | | 5.1.2 | Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules. |
| | | 5.1.3 | Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing. |
| | | 5.1.4 | In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information. |
| 5.2 | Clarification of Technical or Financial Bids | 5.2.1 | To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing. |
| | | 5.2.2 | Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered. |
| | | 5.2.3 | No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids. |
| | | 5.2.4 | No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted. |

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| 5.3 | Deviations, Reservations and Omissions in Technical or Financial Bids | 5.3.1 | During the evaluation of Technical or Financial Bids, the following definitions apply: i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 5.4 | Nonmaterial Non conformities in Technical or Financial Bids | 5.4.1 | Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission. |
| | | 5.4.2 | Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| | | 5.4.3 | *Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals for comparison purposes only, to reflect the price of the missing or non- conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. * [This ITB Sub-Clause should be kept only when considered necessary] |
| 5.5 | Correction of Arithmetical Errors in Financial Bid | 5.5.1 | Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis: i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, |

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| | | | <p>unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.</p> |
| | | 5.5.2 | If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed. |
| 5.6 | Preliminary Examination of Technical or Financial Bids | 5.6.1 | The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted. |
| | | 5.6.2 | <p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :</p> <p>i. Bid is signed, as per the requirements listed in the Bidding documents;</p> <p>ii. Bid has been sealed as per instructions provided in the Bidding documents;</p> <p>iii. Bid is valid for the period, specified in the Bidding documents;</p> <p>iv. Bid is accompanied by Bid Security or Bid securing declaration;</p> <p>v. Bid is unconditional and the Bidder has agreed to give the required performance Security;</p> <p>vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules];</p> <p>vii. written confirmation of authorization to commit the Bidder;</p> <p>viii. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and</p> <p>ix. other conditions, as specified in the Bidding Document are fulfilled.</p> |

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| 5.7 | Responsiveness of Technical or Financial Bids | 5.7.1 | The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid]. |
| | | 5.7.2 | A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that: (a) if accepted, would- i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or ii. limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |
| | | 5.7.3 | The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission. |
| | | 5.7.4 | If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| 5.8 | Examination of Terms and Conditions of the Technical or Financial Bids | 5.8.1 | The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |

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| | | 5.8.2 | The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V [Procuring Entity's Requirements] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document] have been met without any material deviation or reservation. |
| 5.9 | Evaluation of Qualification of Bidders in Technical Bids | 5.9.1 | The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification. |
| 5.10 | Evaluation of Financial Bids | 5.10.1 | The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive |
| | | 5.10.2 | To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted. |
| | | 5.10.3 | To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors]; iii. adjustment of bid prices due to rectification of nonmaterial nonconformities or omissions in accordance with ITB Sub Clause 5.4.3 [Nonmaterial Nonconformities in Bids], if applicable. |
| | | 5.10.4 | If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction |

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| | | | methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract. |
| 5.1 1 | Comparison of Bids | 5.11.1 | The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10 [Evaluation of Financial Bids]. |
| 5.1 2 | Negotiations | 5.12.1 | To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself. |
| | | 5.12.2 | Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates. |
| | | 5.12.3 | The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings. |
| | | 5.12.4 | The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations. |
| | | 5.12.5 | Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions. |
| | | 5.12.6 | In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the |

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| | | | committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer. |
| | | 5.12.7 | In case the rates even after the negotiations are considered very high, fresh Bids shall be invited. |
| 5.13 | Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids | 5.13.1 | The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders. |
| 6. Award of Contract | | | |
| 6.1 | Procuring Entity's Right to Vary Quantities | 6.1.1 | If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Bidding Document. |
| | | 6.1.2 | Order for additional quantity of an item of the Works up to 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price. |
| 6.2 | Acceptance of the successful Bid and award of contract | 6.2.1 | The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid. |
| | | 6.2.2 | Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications. |
| | | 6.2.3 | A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid. |
| | | 6.2.4 | The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed |

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| | | | for the Bidders in the Bidding Document for the subject matter of procurement. |
| | | 6.2.5 | Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted. |
| | | 6.2.6 | If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Bidder given in the Bidding Document. |
| 6.3 | Signing of Contract | 6.3.1 | In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV still to be legally constituted, all parties to the JV shall sign the Agreement. |
| | | 6.3.2 | If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules. |
| | | 6.3.3 | The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. |
| 6.4 | Performance Security | 6.4.1 | Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central |

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| | | | Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement. |
| | | 6.4.2 | <p>(i) The amount of Performance Security shall be ten percent, or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.</p> <p>(ii) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.</p> |
| | | 6.4.3 | <p>Performance Security shall be furnished in one of the following forms as applicable-</p> <p>(a) Deposit through eGRAS; or</p> <p>(b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(c) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>(d) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or</p> <p>(e) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before</p> |

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| | | | <p>accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>(f) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from his each running and final bill @ 10% of the amount of the bill.</p> |
| | | 6.4.4 | <p>Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.</p> |
| | | 6.4.5 | <p>Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.</p> |
| | | 6.4.6 | <p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-</p> <ol style="list-style-type: none"> i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or ii. when the Bidder fails to commence the Works as per Work order within the time specified; or iii. when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or iv. when any terms and conditions of the contract is breached; or v. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or |

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| | | | <ul style="list-style-type: none"> vi. if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Bidding Document. vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final. |
| 7. Redressal of Grievances during Procurement Process (Appeals) | | | |
| 7 | Grievance handling procedure during procurement process | 7.1 | Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB. |

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

- (1) Filing an appeal.-** If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, Bidder registration documents or Bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:
Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.
- (2) Appeal not to lie in certain cases. -** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- determination of need of procurement;
 - provisions limiting participation of Bidders in the Bid process;
 - the decision of whether or not to enter into negotiations;
 - cancellation of a procurement process;
 - applicability of the provisions of confidentiality.
- (3) Form of Appeal.-**
- An appeal under sub-section (1) or (4) of section 38 shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (4) Fee for filing appeal.-**
- Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- (5) Procedure for disposal of appeals.-**
- The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of

- hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(1).

(2).

(3).

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

..... (Supported
by an affidavit)

7. Prayer:

.....

.....

.....

Place

Date.....

Section-II : Bid Data Sheet

SECTION II - BIDDING DATA SHEET (BDS)

The following specific data for the works shall complement, amend, or supplement the provisions in Instructions to Bidders – Section I. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders (ITB).

Instructions to Bidders Clause Reference

A. Introduction

| | |
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| ITB. 1.1.1 | <p>The Number of the Invitation for Bids (NIT) is E - 6 / 2017-18</p> <p>The Procuring Entity is: Udaipur Smart city Limited Representative of the Procuring Entity: Chief Executive Officer, Udaipur Smart city Limited Name of Town: Udaipur Name of the works: Design, Development and Implementation of IT Platform for Smart Parking, Transport Management, Solid Waste Management, Vending Carts Tracking Management, Udaipur Smart City Tourism etc. (Detailed Scope of work has been defined in Section V.)</p> |
| | Add the following Clauses; |
| 1.1.2 | <p>Period of Completion: The Physical Works shall be completed in its entirety within Twenty Four (24) months including Acceptance and Implementation of the Applications from the Start Date and 5 years of Maintenance and Support of any software components developed, to be calculated from the date of issue of the Notice to proceed or such other Start Date as may be specified in the Notice to proceed.</p> <p>Note: refer to Section V for the project execution phases. The project will be executed in three phases. Phase-I is to be completed in 12 months. Phase-II is to be completed in 6 months. Phase-III is to be completed in 6 months. Phase-II and Phase-III work depends on the availability of some other smart city systems. Work of Phase-II and Phase-III can be started within 30 days upon getting go-ahead from USCL only.</p> |
| 1.1.3 | The type of Contract is: Lump sum basis |
| ITB 1.4.2 | “Bidders of any Nationality” are permissible. |
| ITB 1.4.5 | The Bidder must be a person/ private company/ organization of any State Govt./ Central Govt. / PSU / Govt Autonomous Body / Govt. Undertaking of any country. |
| ITB 1.4.8 | The bidding process is open to bidders who fulfil the eligibility criteria prescribed in Section II of this bid document. |
| ITB 1.4.9 | Each bidder shall upload on-line / submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Work will be disqualified. |

B. Bidding Documents

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| ITB 2.1.3 | <p>This is an “on-line tender”. Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost (Rs 10,000/-) while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1,000/- separately in favour of RISL, Jaipur</p> <p>The bidder should submit, by date & time specified in bid document, in original, hard copies of – (i) cost of bid document as Rs. 10,000/- in the form of DD/Banker’s Cheque of a scheduled bank in India or eGRAS in the name of Chief Executive Officer, Udaipur Smart City Limited payable at Udaipur, (ii) Bid processing fee of Rs. 1,000/- in the form of DD in the name of Managing Director, RISL, Udaipur payable at Udaipur, (iii) Bid Security as per RTPP (iv) Letter of Technical Bid, (v) Power of Attorney and (vi) Joint Venture Agreement. The bidder should upload scanned copies of these documents on e-procurement web-site along with their technical bids.</p> |
| ITB 2.2.1 | <p>For Clarification purposes only, the Procuring Entity’s address is : Chief Executive Officer, Udaipur Smart city Limited. EMAIL: mc_udaipur@rediffmail.com</p> |
| ITB 2.2.2 | <p>A Pre-Bid conference will take place at the Meeting Hall of, Chief Executive Officer, Udaipur Smart city Limited on 27-07-2017 at 15:00 Hrs.</p> <p>Bidder is advised to visit the site at his own expenses and if any support is required, the SE/EE shall be contacted.</p> |
| ITB 2.2.3 | <p>The Bidder is requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week before the Pre- Bid Conference. However, Department may also consider questions / queries raised in writing only, during the pre-bid conference.</p> |
| ITB 2.3.1 | <p>Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal http://sppp.rajsthan.gov.in and the state e-procurement portal http://eproc.rajsthan.gov.in</p> |
| ITB 2.3.2 | <p>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal</p> |

C. Preparation of Bids

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| ITB 3.2.1 | The language of the bid shall be: English |
| ITB 3.3.1 | The on-line Bid shall comprise of two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid. |
| ITB 3.3.2 | The Bidder shall submit the forms, declarations and documents, as specified in section IV of Bid Document, with the Technical Bid, in addition to the |

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| | documents already mentioned in ITB 3.3.2 |
| ITB 3.3.3 | The Bidder shall upload the following documents with its Financial Bid: a) Financial Proposal Submission Sheet b) Preamble to BoQ c) And other details, as deemed necessary by the bidder. |
| ITB 3.5.1 | Add following: i. The type of Contract is on Lump sum only |
| ITB 3.5.2 | The Prices quoted by the Bidder shall be fixed |
| ITB 3.5.3 | All variations in taxes and duties shall be borne by the contractor. |
| ITB 3.9.1 | The Bid validity period shall be 180 (One hundred and eight days) days from deadline for submission of bids. |
| ITB 3.10.2 | Add following: Bid security shall be Rs. 9,30,000/- for all bidders |
| ITB 3.10.3 | A Bid Security shall be provided as a part of the bid in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format which shall remain valid for a period of 30 (thirty) days beyond the validity of the bid. |
| ITB 3.11.1 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney and only Digital signed copy shall be submitted through e-procurement website. |

D. Submission and Opening of Bids

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| ITB 4.1.1 | <p>For bid submission purposes only, the Procuring Entity's address is : Chief Executive Officer, Udaipur Smart city Limited EMAIL: mc_udaipur@rediffmail.com Bidders shall submit their Bids electronically only.</p> <p>The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the tender. The Bidder shall be responsible for documents accuracy and correctness as per the version uploaded by the Procuring Entity and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall submit the same document offline till the prescribed time in NIT. The bidder shall follow the following instructions for online submission:</p> <p>i Bidder who wants to participate in bidding will have to procure digital certificate as per IT Act to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on above mentioned website after digitally signing the same.</p> <p>ii Cost of bid document is Rs.10,000/- per tender should be deposited by Non Refundable Demand Draft drawn in favor of Chief Executive Officer, Udaipur Smart City Limited, Udaipur payable at Udaipur, whereas the Processing fee Rs. 1,000/- should be deposited by Non Refundable</p> |
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| | <p>Demand Draft drawn in favour of MD, RISL, Jaipur payable at Jaipur. Original documents along with above mentioned fees and other documents as per bid conditions, has to be deposited upto date and time provided in this RFP.</p> <p>iii The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter.</p> <p>iv If holiday is declared on submission & opening date of tender the scheduled activity will take place on next working day.</p> <p>Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal : http://eproc.rajasthan.gov.in</p> |
| ITB 4.2.1 | <p>The Deadline for electronic Bid submission is</p> <p>Date: 17-08-2017</p> <p>Time: 18:00 Hrs</p> |
| ITB 4.4.7 | <p>The on-line Bid opening shall take place at: The office of Chief Executive Officer, Udaipur Smart city Limited. EMAIL: mc_udaipur@rediffmail.com</p> |
| 4.5.5 | <p>The tendering process shall be conducted on-line only; DD/BC tender fee, processing fee and Bid Security shall be submitted physically up to deadline described in tender document.</p> |
| ITB 4.5.14, 4.5.15 | <p>The Procuring Entity will open the Financial proposal as per e-tendering procedure.</p> |

E. Award of Contract

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| ITB 5.11.1 | <p>The Bidder scoring the highest overall score would be selected for the assignment.</p> |
| ITB 6.3.1 | <p>The period within which the Performance Security is to be submitted by the successful Bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 30 Days.</p> |
| ITB 6.3.3 | <p>The procuring entity shall promptly return the bid security after the earliest of the following events, namely:</p> <ol style="list-style-type: none"> 1. The execution of agreement for procurement and performance security is furnished by the successful bidder; or 2. The cancellation of the procurement process; |
| ITB 6.4.2, 6.4.3, 6.4.4 Replace with following | <p>Performance Security amounting to total 5% of contract value shall be submitted as follows:</p> <ol style="list-style-type: none"> (i) Contractor shall submit Performance Security @ 5% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond defect liability period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and en-cashable/invokable at Udaipur. (ii) If there is no reason to retain the PG, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period. |

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| | (iii) | Refer clause 4.3.1 of Special condition of contract |
| 7.1 | A) | First Appellate Authority shall be: Vice President USCL i.e. Collector, Udaipur |
| | B) | Second Appellate Authority shall be: Chairman USCL i.e. Principal Secretary, LSG |

Section-III: Evaluation and Qualification Criteria

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

A. Evaluation Criteria

The successful Bid will be the lowest evaluated responsive Bid, which qualifies technical evaluation. This evaluation will consist of the following:

- 1.1 Evaluation of the Bidder's Technical Proposal and Presentation will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail.
- 1.2 Quantifiable Nonconformities, Errors and Omissions.
- 1.3 Demonstrate capability to undertake similar Works contracts, by documented demonstration of execution of similar type of works. The bidder will submit Completion Certificate from the Employer/s.
- 1.4 The work shall be assigned on Cost Based Selection Method.

2 The evaluation will require evidence of the following:

2.1 Pre-Qualification Criteria

This is a stage 1 technical evaluation and bidders would not be considered for next stage of evaluation, if below mentioned criteria are not met by it.

| S. No | Criteria | Document to be submitted |
|-------|--|---|
| 1 | The Bidder should be a company registered in India, under the Companies Act 1956, and in operation for a period of at least 5 years as on date of submission of bid. | Certificate of Incorporation should be submitted. |
| 2 | The Bidder should have an aggregate average turnover of Rs. 4.5 Crore during last 3 financial years (2014-15, 2015-16, 2016-17) from IT Business (System Integration Services, Application Development and Maintenance Services etc.) in last 3 years. | The bidder should submit certificates Duly certified by Chartered Accountant along with audited Balance sheet & Profit & loss statement for last three financial years. |
| 3 | The Bidder should have a positive Net worth as per last audited balance sheet. | The bidder should submit certificates Duly certified by Chartered Accountant along with seal and sign of CA with CA registration number mentioned. |

| S. No | Criteria | Document to be submitted |
|-------|---|--|
| 4 | The Bidder should have relevant domain knowledge and experience of working in any of the Government (Central/State) Department and must have at least one successfully implemented solution on turnkey basis during last 5 years. | Copy of work orders, successful execution and completion certificates issued by client government department. |
| 5 | The Bidder should have executed turnkey projects (for State/Central Govt./PSU or any Govt. Undertaking): a) One IT project of value greater than INR 9 Crore, OR b) Two project of value greater than INR 7 Crores each, OR c) Three Project of value greater than INR 4.5 Crores each. | Submit documents supported with Project completion certificates from client. |
| 6 | The Bidder should have at least following certifications valid in force: SEI-CMM Level-3, ISO9001:2008. | Copy of the certificates to be enclosed |
| 7 | The bidder should have at-least 50 qualified professionals working in the company | Self certificate by HR department along with the summarized list of employees with their qualification should be attached. |
| 9 | The Bidder should never have been black listed by any State or Central Government Department in India and should not quote products from any OEM black listed by any State or Central Government Department in India. | Bidder is requested to attach Self-Declaration in this regard. |
| 10 | The bidder must have experience in Requirement study, Assessing technical feasibility for a proposed solutions, Systems Analysis, User Experience, System Design in web technology and mobile app, coding for website, portal and mobile app, Functional, Integration and System Testing, and Implementation of software solutions from similar 4 projects executed and delivered in last 3 years | Minimum 1 project of similar nature and size. Documentary evidence to be provided. |
| 11 | The bidder must have developed or maintained at-least one mobile platform in Heritage Technology. The bidders must have deep understanding of how to create immersive experience for the visitor. | Minimum 1 project of similar nature and size. Documentary evidence to be provided. |

| S. No | Criteria | Document to be submitted |
|-------|--|--|
| 12 | Bidder must have worked on the latest technologies that are scalable, have faster responses, IOT Compatible, Higher security. The bidder should have the capability to implement augmented reality or other state of art technologies. | Minimum 1 project of similar nature and size. Documentary evidence to be provided. |
| 13 | The bidder must have created at least 5 digital experiences that enable visitors to interact with the cities heritage - audio guides for monuments and neighborhood. The bidder must have experience of working on similar projects with the government. | Minimum 1 project of similar nature and size. Documentary evidence to be provided. |
| 14 | The bidder should have - Expertise in interpreting the academic text into story-telling - Access to panel of experts like historians, architects, archeologists for verifying the content for factual correctness. | Minimum 1 project of similar nature and size. Documentary evidence to be provided. |
| 15 | Design expertise - The bidder should have worked on projects where they have developed Mobile interfaces that: - Including users from low-medium-high tech background - Users from different languages - Required deep understanding of user behavior on ground to create human-computer interactions Intuitive design that integrates Information architecture seamlessly to enhance the consumer's experience. | Minimum 1 project of similar nature and size. Documentary evidence to be provided. |

2.2 Technical Evaluation Matrix

Bidders meeting the Pre-Qualification criteria, as specified in Clause 2.1 above, shall be evaluated on following technical parameters and marks are allocated. Bidders not meeting the Pre-Qualification criteria be summarily rejected and shall not be evaluated at this stage.

The Technical Marks shall be given as below:

| S.N | Parameter | Required Document | Max Marks |
|-----|--|--|-----------|
| 1 | Possession of valid certifications | ISO 9001:2008: 3 Marks ISO 9001:2008 & CMMi Level-3: 5 Marks | 5 |
| 2 | Experience of successful development and implementation of web based software applications and mobile applications in India in last 5 years - certificate from department concerned to be enclosed. | No of Projects- 1 Nos. - 2 Marks No of Projects- 2 Nos. - 4 Marks No of Projects- 3 Nos. - 6 Marks No of Projects- 4 Nos. - 8 Marks No of Projects- 5 Nos. - 10 Marks | 10 |
| 3 | Experience in developing and implementing IT projects in India with Java /J2EE, Application Servers like JBoss or similar, HTML5/CSS3, mobile apps native languages (Android, iOS, Windows, Hybrid language like phonegap), User Experience in designing User Interfaces, and reusable prototyping. At least 2 projects have been executed (documentary evidence to be provided as proof of delivery) with the above mentioned technology stack. | <ul style="list-style-type: none"> • Java /J2EE - 2 Marks • Java /J2EE + Application Servers like JBoss or similar – 3 marks • Java /J2EE + Application Servers like JBoss or similar + HTML5/CSS3 – 5 Marks • Java /J2EE + Application Servers like JBoss or similar + HTML5/CSS3 + mobile apps native languages (Android, iOS, Windows) – 10 Marks • Java /J2EE + Application Servers like JBoss or similar + HTML5/CSS3 + mobile apps native languages (Android, iOS, Windows + Hybrid language like phonegap) – 16 Marks • Java /J2EE + Application Servers like JBoss or similar + HTML5/CSS3 + mobile apps native languages (Android, iOS, Windows + Hybrid language like phonegap) + User Experience in designing User Interfaces – 18 Marks • Java /J2EE + Application Servers like JBoss or similar + HTML5/CSS3 + mobile apps native languages (Android, iOS, Windows + Hybrid language like phonegap) + User Experience in designing User Interfaces + reusable prototyping – 20 Marks | 20 |

| S.N | Parameter | Required Document | Max Marks |
|-----|---|--|------------|
| 4 | Experience of having implemented or on-going similar solution leveraging existing State Govt Data Center (IaaS) in India in last 10 years. | 1 Project - 5 Marks 2 Project - 10 Marks 3 Project - 15 Marks >3 Projects - 20 Marks | 20 |
| 5 | Experience of executing Turnkey IT projects having project value of minimum Rs. 4.5 Crore or more during last five years. | 1 Project - 2 Marks 2 Project - 4 Marks 3 Project - 6 Marks 4 Project - 8 Marks >4 Projects - 10 Marks | 10 |
| 6 | Handholding & Operational Manpower Support - The bidder must have experience of providing Handholding and Operational Manpower for Turnkey IT projects. Minimum no. of manpower per project should be 10. | 1 Project --- 2 mark 2 Project --- 4 mark 3 Project --- 6 mark 4 Project --- 8 mark 5 Project --- 10 mark | 10 |
| 7 | Technical bid documents and Technical Presentation of bidders. | Understanding of Project Requirements ---- 5 Marks Approach & Methodology for application development, operations/execution and maintenance --- 5 Marks Work Plan, Project plan, Team Proposed & Team Experience --- 5 Marks | 15 |
| 8 | The bidder should have experience in implementing Capacity Building / Change Management in Government/PSU projects. | 1 Project >= 1 Crore. --- 4 Mark 2 Projects >= 1 Crore. --- 6 Mark 3 Projects >= 1 Crore. --- 8 Mark 4 or more Projects >= 1 Crore. --- 10 Mark | 10 |
| | | | 100 |

- Each eligible bidder would be given Technical Marks based on above evaluation criteria.
- Minimum 80% marks are required for qualifying technical bids. All bidders technically qualified with 80% or more than 80% would qualify for opening of financial bids.

2.3 Evaluation of Financial Bids

Financial proposal of only technically qualified bidders would be opened and bidder quoting the least cost to USCL would be preferred for the assignment.

2.4 Preferred Bidder

The bid quoting least cost from technically qualified bidder shall be declared as the Preferred Bidder.

B. Other Qualification Criteria: -

1. Eligibility:

| | Requirement |
|---|--|
| i) Nationality | National / International firm |
| ii) Conflict of Interest | No conflicts of interest in accordance with ITB Sub-clause 1.4.3 |
| iii) Debarment/ Transgression by any Procuring Entity. | Must declare |

2. Pending Litigation:

| | |
|---------------------------|---|
| Pending Litigation | All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth. |
|---------------------------|---|

NOTE: CA certificate must clearly mention, with calculation that pending litigation in total is not more than 50% of Bidder's Networth. Networth must also be certified by CA and is to be submitted with the technical bid.

3. Experience:

The bidder should have experience as per clause 2 above; experience in current year shall also be counted upto deadline for submission of bid:

4. Clients certificate of experience must clearly indicate whether

- (i) Completed and commissioned

Note:

- i) The Bidder shall submit copies of Work Orders, Completion Certificates in support of their experience claims.
- ii) The works which have been completed during the period mentioned above, though may have commenced earlier will be considered as experience.

Section-IV: Bidding Forms

SECTION IV: BIDDING FORMS

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4.1 TECHNICAL PROPOSAL [WITH REFERENCE TO SECTION III]

CHECK LIST

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following, otherwise the bid shall be considered incomplete and may lead to non- responsive.:

1. Notice Inviting Bid
2. CA's certificates for Net worth, Turnover, Working Capital, Revolving Line of Credit and Bid Capacity
3. Bank's letter as required in Tender Document (if applicable).
4. Sales Tax Registration in State of Rajasthan (Optional),
5. VAT / Sales Tax Clearance Certificate
6. Copy of PAN & TAN Numbers
7. Service Tax Registration, if required as per law
8. Proof of payment of Bid Security
9. Proof of Cost of bidding document or receipt of such cost.
10. Proof of Bid processing fee as specified.
11. Bid capacity stipulations as required in Tender Document.
12. Completion Certificates of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
13. Work orders of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
14. Drawings / designs / technical documents (if required) in support of works to be executed
15. Any modifications or withdrawal
16. Other documents considered necessary to strengthen the bid
17. Check Points and Self appraisal sheet
18. Audited Annual Reports for last 3 years

4.2 Letter of Technical Bid

Technical Bid Submission Sheet

Date: _____

NIB No.: _____

To: _____

We, the undersigned declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____

(b) We offer to execute in conformity with the Bidding Document the following Works:

(c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;

(e) Our firm or suppliers for any part of the Contract, have nationalities from the eligible countries;

(f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(g) Our firm, its affiliates or subsidiaries or suppliers has not been debarred by the State Government or the Procuring Entity;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;

(k) We have paid, or will pay the following commissions, gratuities, or fees, if any, with respect to the bidding process for execution of the Contract:

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |

(l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(m) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

4.3.1 Bid Security (Bank Guarantee Unconditional)*

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: *[Chief Executive Officer, Udaipur Smart City Limited]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that ***[insert name of the Bidder]*** (here in after called "the Bidder") has submitted to you its bid dated ***[insert date]*** (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Notice Inviting Bids No. ***[Insert NIB number]*** ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- ***[insert amount in figures]*** ***[insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - (i) fails or refuses to execute the Contract Agreement,
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- (c) has not accepted the correction of mathematical errors in accordance with the ITB, or
- (d) has breached a provision of the Code of Integrity specified in the TB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[Insert signature of person whose name and capacity are shown]

NOTE: * - Scheduled Bank Only

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of _____

[insert name of the Bank]

Dated on day of ,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture/Lead bidder that submits the bid.]

4.3.2 Bid Security Declaration

Date: ***[insert date (as day, month and year)]***

Bid No.: ***[insert number of bidding process]***

Alternative No, if permitted: ***[insert identification No if this is a Bid for an alternative]***

To: ***[Chief Executive Officer, USCL, RAJASTHAN]***

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of ***[insert number of months or years, as required by the Procuring Entity]*** starting on ***[insert date]***, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the ITB; or

(d) breach any provisions of the Code of Integrity as specified in the ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name of Bidder]

Dated on _____ day of _____,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture/ Lead bidder that submits the bid.]

4.4.1 Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

4.4.1(a) Form ELI - 1: Bidder's Information Sheet

| BIDDER'S INFORMATION | |
|--|--|
| Bidder's legal name | |
| Bidder's country of constitution. | |
| Bidder's year of constitution | |
| Bidder's legal address in country of constitution | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| <p>Attached are self attested copies of the following original documents:</p> <ol style="list-style-type: none"> 1. certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. | |

4.4.2 Form LIT 1- Pending Litigation

Each Bidder must fill in this form

| Pending Litigation | | | |
|---|-------------------|-------------------------------|---|
| <ul style="list-style-type: none">• No pending litigation in accordance with Section III (Evaluation and Qualification Criteria).• Pending litigation in accordance with Section III (Evaluation and Qualification Criteria) | | | |
| Year | Matter in Dispute | Value of Pending Claim in INR | Value of Pending Claim as a Percentage of Net Worth |
| | | | |
| | | | |
| | | | |

4.4.3 Form EXP: Project Experience in Key Activities

Fill up one (1) form per contract

| Contract with Similar Key Activities | | | |
|--|--------------------------------|------------------------|--|
| Contract No. of | Contract Identification | | |
| Award Date | | Completion Date | |
| Total Contract Amount | -----Equivalent INR ----- | | |
| If partner in a JV, specify participation of total contract amount | Percent of Total | Amount | |
| Employer's Name Address Telephone Number Fax Number E-mail | | | |
| Description of the key activities in accordance with Criteria. | | | |
| | | | |
| Reference page number, copy of work order and completion certificate in support of above experience to be submitted. | | | |

4.4.4 Format for assured Revolving line of credit facility

(To be submitted by a Scheduled Bank on the Bank's Letter head)

Date: (Insert Date)

To: **Chief Executive Officer,**
Udaipur Smart City Limited,
Udaipur

Subject: Letter of Assurance for Revolving line of credit facility for INR ----

Dear Sir,

WHEREAS _____ [name and address of Bidder] (**hereinafter called the "Bidder"**) intends to submit a bid for----- (name of contract package) -----" under the Udaipur Smart City Limited (**hereinafter called the "Employer"**) in response to the Invitation for Bids issued by the Udaipur Smart City Limited through NIB no. -----; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the ----- (name of contract package) -----
-----In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ [address of registered office] are willing to provide to _____ (the Bidder) a sum of up to _____ [amount of guarantee in figures and words] as an assured revolving line of credit for executing the Works under ----- (name of contract package) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of _____, 2017.

Date: _____

Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

4.4.5 Declaration by the Bidder in compliance of Section 7 & 11 of the Act Declaration by the Bidder

In relation to our Bid submitted to *[enter designation and address of the procuring entity]* for procurement of *[insert name of the Works]* in response to their Notice Inviting Bids No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

4.5 Letter of Financial Bid

Date: _____

NIT No.: _____

To,
Chief Executive Officer,
Udaipur Smart City Limited,
Udaipur

**Sub: - Selection of Agency for Development of IT Platform in Udaipur -
Our Offer**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____

(b) We offer to execute in conformity with the Bidding Document the following Works:

(c) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is: _____

(d) The discounts offered, if permitted, and the methodologies for their application are: _____

(e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(g) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

4.7 PRICE BID BoQ

As per separate excel sheet

4.8 POWER OF ATTORNEY

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the _____, to issue and receive correspondence related to all matters of the tender "-----". We / M/s _____ undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm's

| S. No. | Name of the All Partner | Signature of Partner with Seal |
|--------|---|--------------------------------|
| 1. | | |
| 2. | | |
| 3 | | |
| 4 | Name and Designation of the person Authorized | |
| 5 | Attested Signature of the Authorized Representative | |

For Limited Firm's

| | |
|---|--|
| Name and Designation of the person Authorized | |
| Firm | |
| Address | |
| Telephone No. | |
| Fax No. | |
| Telex No. | |
| Authority By which the Powers is delegated | |
| Attested Signature of the Authorized Representative | |
| Name and Designation of person attesting the signatures | |

4.9 Check Points must be filled by Bidder

| S. No. | Requirements / Documents required to be submitted | Check Points | Yes / No | Enclosed at page no. of bid and any other detail as required |
|--------|---|--|---|--|
| | GENERAL | | | |
| 1 | Cost of Bid Document as Rs. 10,000/- | DD/Cheque in favour of Chief Executive Officer, Udaipur Smart City Limited Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid | Confirm it is of scheduled bank ? Name of Bank Amount Rs. 10000.00 In favour of Chief Executive Officer, Udaipur Smart City Limited | |
| 2 | Bid Processing Fee of Rs 1,000/- | DD/Cheque in favour of MD, RISL Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid | Confirm it is of scheduled bank? Name of Bank Amount Rs. 1000.00 In favour of MD, RISL | |
| 3 | Bid Security at 2% of estimated procurement cost and Should be valid up to _____ | DD / Bankers Cheque / Bank Guarantee as per format Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned | Confirm that as per format? Confirm that it is in prescribed format? If not, liable to be rejected. Confirm that it is unconditional? If any condition bid liable to be rejected. | |

| S. No. | Requirements / Documents required to be submitted | | Check Points | Yes / No | Enclosed at page no. of bid and any other detail as required |
|--------|---|--|---|----------|--|
| | | copy to be uploaded with technical bid | State in whose name is bid security (JV or Lead Bidder) | | |
| | | | BG number | | |
| | | | Confirm that BG is Valid up to 30 days beyond the validity of bid | | |
| | | | Confirm it of a scheduled bank? Mention the Name of bank. | | |
| | | | Amount | | |
| 4 | Power of Attorney | On Stamp Paper, Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid | Confirm that value of Stamp Paper is Rs. 500/- | | |
| | | | Name & designation of person who has issued POA | | |
| | | | Name & designation of person to whom POA is issued | | |

4.10 SELF APPRAISAL SHEET TO BE FILLED BY THE BIDDER FOR DETERMINATION OF RESPONSIVENESS

| S. No. | Requirements as per bid document | Check points | Tick the correct option or fill in information | Enclosed at page no. of bid and any other detail as required |
|-----------------------------|---|---|--|--|
| General Requirements | | | | |
| 1 | VAT Registration /clearance certificate | Confirm that submitted | Yes / No | |
| 2 | VAT Registration in Rajasthan | Confirm that submitted with this bid or will be submitted later as per clause _____ | Yes / later after award | |
| 3 | PAN & TAN Numbers | Confirm that submitted | Yes / No | |
| Eligibility Criteria | | | | |
| 4 | Nationality - Indian/International firms | Specify nationality | Indian/International | |
| 5 | Declaration Requirement to be fulfilled by: Each of the consortium / JV member | Confirm that declaration submitted by bidder / each partner in case of JV | Yes / No | |
| | | Confirm that it is in the prescribed format. If not, bid is liable to be rejected | Yes / No | |
| 6 | Declaration regarding Debarment/Transgression by any procuring entity Requirement to be fulfilled by: Each of the consortium / JV member | Confirm that declaration submitted by bidder / each partner in case of JV | Yes / No | |
| | | Confirm that it is in the prescribed format; If not, bid is liable to be rejected | Yes / No | |
| 7 | Pending Litigation in Form LIT-1 - All pending litigation shall be treated as resolved against the bidder and so shall in total not represent more than 50 percent of Bidder's net worth Requirement to be fulfilled by: Each of the consortium / JV member | Confirm that declaration submitted by bidder / each partner in case of JV | Yes / No | |
| | | Confirm that it is in the prescribed format; If not, bid is liable to be rejected | Yes / No | |
| | | Confirm that value of litigations is less than 50% of bidder's net worth and CA certificate showing calculation | Yes / No | |
| 8 | As per Pre Qualification Criteria | Number of works on basis of which eligibility is claimed. | | |

| S. No. | Requirements as per bid document | Check points | Tick the correct option or fill in information | Enclosed at page no. of bid and any other detail as required |
|--------|----------------------------------|---|--|--|
| | | <p>Details of qualifying works :</p> <p>Work no. 1</p> <p>Name of work (in brief)</p> <p>Name of client</p> <p>Value of work done</p> <p>value of work done by bidder in case work is carried out in JV</p> <p>Stipulated Date of start (as per work order)</p> <p>Stipulated Date of completion (as per work order)</p> <p>If completed & commissioned, indicate Actual date of completion & commissioning (as per client's certificate). Confirm that this date is after 31.3.10.</p> <p>Confirm any one of the following:</p> <ul style="list-style-type: none"> i. Work is completed and commissioned ii. works is completed but could not be commissioned because of hindrances beyond control of contractor iii. Work is completed and commissioned at least of the amount required for qualification, out of large size contract. <p>Similar information to be given for each work if work done is more than one</p> | | |

| S. No. | Requirements as per bid document | Check points | Tick the correct option or fill in information | Enclosed at page no. of bid and any other detail as required |
|--------|---|--|--|--|
| 9 | Form FIN-2 - Net Worth in last financial year (Financial Year 2015-16) should be positive. The calculation sheet for annual net worth shall be certified by a Chartered Accountant. | Confirm that Certificate of Chartered Accountant for last financial year and calculation of net worth, attached; If not, bid is liable to be rejected | | |
| | | Indicate value of net worth | | |
| 10 | Form FIN-2 - Average Annual Turnover of last three financial years (Financial Year 2013-14 to 2015-16) should be equal to or more than 4.5 Crore . The calculation sheet for annual average turnover shall be certified by a Chartered Accountant. | Confirm that Certificate of Chartered Accountant for each financial year and calculation of average value at present price level, attached; If not, bid is liable to be rejected | | |
| | | Indicate value of average annual turnover | | |

Section-V : Procuring Entity's Requirements

SECTION V REQUIREMENT OF WORKS

INTRODUCTION

Udaipur Smart City Limited (USCL) shall implement various smart components like Smart Parking, Transport Management, Solid Waste Management, and Vending Carts Tracking Management. USCL finds it very important to build an IT Platform for catering to the information needs for the citizens and providing important information to the right people for better control and decision making. The citizens and other stakeholders will leverage the IT platform to meet the smart city project objectives to a great extent.

City of Udaipur is one of the most favored tourist destinations of Rajasthan in India for both domestic & International traffic. Udaipur, being a premier tourist destination, attracts tourist for its historical forts, palaces, lakes, art and culture. Tourism has emerged as a major industry and has immense employment potential for the state.

Tourism occupies a prominent place in the city's agenda as a crucial engine for growth and employment. The city administration in the recent past has made efforts for the maximum benefit from tourism sector. Public and private sector have been jointly promoting tourism in the city and have made productive efforts to exploit the vast potential of tourism sector.

Tourism has been one of the biggest revenue generators for the city since long. Owing to its rich and varied topography, vibrant culture and captivating festivities, Udaipur offers immense tourism delights to the visitors in the State. Visitors, starting from neighbouring states to the far flung countries throng Udaipur at different times especially during the cooler periods starting from October to February.

The development of Information and Communication Technologies (ICTs) has had more marked effects in the tourism industry than in many other business sectors. Emerging technologies have changed a growing number of tourist industry functions, from marketing and promotion to production and supply. New services have been made available, which have in turn influenced company choices and behaviour, and have led to the construction of new business models. However, since the technology itself is now available to almost everyone its effective utilization is imperative to create a rich tourist experience.

The tourists today are seeking information and immersive experiences on the go. Since Every tourist visiting Udaipur is looking to experience its varied and diverse history through its old monuments and structures. With the Interactive Mobile Application the tourists and locals in the city will have the benefit of accessing the information about its intangible and tangible heritage through mobile technology. By combining new technology and art and heritage at the world-renowned tourist sights will create an unparalleled experience for visitors from any part of the world.

Leveraging upon this channel, Smart City Udaipur, envisions presenting the magic of vibrant Udaipur - its rich heritage, colourful culture, rejuvenating lakes, forts and palaces, amazing variety lush forests and varied wildlife that delights every traveller through their mobile platform. This platform will enable social sharing through various channels in turn creating user engagement and promotion of Udaipur as a unique tourist destination.

1 IT PLATFORM OBJECTIVES

The IT Platform shall be implemented in the form of a software system comprising of a web portal, mobile app, several databases with specific purposes, and required applications for pulling in data, processing data and presenting data. The selected bidder has to deploy such platform for integration of all smart component use cases on this platform. The objectives of the IT platform are outlined below.

1.1 INTEGRATED PRESENTATION

The portal shall be designed to present Smart Parking, Transport Management, Solid Waste Management, and Vending Carts Tracking Management data under one umbrella for an enhanced user experience and administrative control.

1.2 KEY INFORMATION VISUALIZATION

The smart components will generate various kind of operational and control data. The IT platform shall present the key information relevant and useful to the citizens and other stakeholders.

1.3 COST OPTIMIZATION

The IT platform should be developed at an optimum cost. Cost can be optimized by leveraging the existing hardware and network infrastructure, cloud services, framework, and reusing software components. The Rajasthan State has an IT Platform in place with extensive infrastructure and framework, which may be leveraged. The selected bidder may select other cloud options too, which may be more cost optimized. The bottom line is the selected bidder will have to identify a solution at an optimum cost for the USCL IT Platform.

1.4 MINIMUM DATA REDUNDANCY

Data redundancy and data duplication should be kept at a minimum. Effort should be spent to figure out if some data can be accessed from an existing repository, rather than entering the data all over again and storing them separately.

The Rajasthan State's IT Platform has existing databases with huge and wide variety of demographic and geo-spatial data.

1.5 BUSINESS INTELLIGENCE

Users should be able to drill down and roll up information to have specific views, analysis and decision making. The IT Platform shall be designed to cater to the business intelligence requirements.

1.6 MOBILE APP

The portal functions/features shall be extended on to Mobile app also for reaching out to more users and providing quick access to the services. The portal must be designed for running on desktop, Tabs, Smartphone perfectly, as will be built with responsive design. The responsiveness provides acceptable appearance of the User Interfaces on various devices running in browser mode, but Mobile app has couple of advantages over running application in browser mode.

The mobile app has to be developed for Android, iOS and Windows platforms. Instead of using native languages, hybrid language like phonegap may be used for developing the mobile app, for developing and maintaining a single code-base for the mobile app.

The scope for the Mobile App will be a subset of the functional scope of the portal. The prime purpose of Mobile App is to provide flexibility for the citizens to access individual level information even if the user does not have access to a desktop

computer at the time of need. The portal is primarily meant for the administrators/managers to access data at a gross level as well as individual level, and to perform some secured administrative activities.

The Rajasthan State's IT Platform has mGovernance cloud framework, which can be leveraged to host the mobile app for USCL. If the selected bidder chooses to leverage mGovernance framework for deploying the mobile application, the mobile app has to use IBM's MobileFirst Platform. The selected bidder may choose other cloud framework options too, keeping in mind the cost factor.

1.7 PERFORMANCE VISUALIZATION

It is important to visualize performance of the smart components. Performance is normally judged by comparing target value for the Key Process Indicators (KPIs) and the actual values obtained. Currently the implementation of smart components (refer to the RFP of the Smart Components) does not support KPI and metrics calculation comprehensively. Hence performance visualization may be taken up in a later phase.

2 IT PLATFORM SCOPE

The portal and/or Mobile app shall render the useful and user-friendly information to the citizens and other stakeholders. Users should be able to execute some stipulated transaction from the portal and mobile app. There will be administrative activities for controlling application parameters using the portal. The functional scope of IT Platform portal and mobile app are given below. Some essential non-functional requirements are also mentioned. The functions access will be controlled by the level of users.

The select bidder for smart parking solutions will have to deliver the APIs/Web Services to support the functions in the scope of the respective smart component areas.

The major software components to be developed are given below.

- Transport Management Application
- Portal embracing data from the 4 smart components
- Mobile app for the 4 smart component
- Mobile App for Udaipur Tourism with content management system
- Portal for Admin functions for the Udaipur Tourism
- Data warehousing system
- Supporting applications for capturing and processing geo-spatial data and non-geo-spatial data including required web-services

The detail functional scope is given below:

2.1 TECHNICAL STACK MANDATES

The selected bidder has to weigh in the pros and cons and the cost factors to decide upon the best way of development among the following two options:

- Custom development, or
- Configuring and customizing an off-the-shelf product

The selected bidder has to develop/customize software following the technology stack which already available in RSDC.

- Database - Oracle 12C with RAC on Exadata
- App Server- Oracle Web Logic / Microsoft Windows Server

- Forms- Adobe
- CMS- Adobe (AEM)
- DMS- Newgen OmniDocs
- Mobile App- IBM's MobileFirst Platform

No open source/freeware shall be allowed. Database and Application server software should complement each other functions and have common tool to monitor like Health Check, Performance Analyzer, Operations Monitoring, Compliance Management, Patching, Performance management, administration and auditing etc.

2.2 TECHNICAL REQUIREMENTS

- Mobile application will be launched on iOS, Android and Windows platform
- Administrative Web interface needs to be browsers compatible, viz., IE, safari, chrome and firefox.
- Language support – English and Hindi
- API integrations with 3rd party
- Delivers high-performance and security
- Hosting on cloud-based servers Rajasthan eGovernance Mobile Platform, which provides cloud-based IaaS

2.3 SMART PARKING

The selected bidder for the Smart Parking shall provide both the hardware components and software system, as part of their solutions, vis-à-vis the Smart Components RFP. Hence no separate software application is to be developed to perform the smart parking functions. The solutions provider's software will store the data in some database on the cloud. Hence IT Platform's primary task will be to fetch data from the proprietary database using APIs, as supplied by the smart parking solution provider. The IT Platform functional scope for the Smart Parking is given in the Table 1 below:

TABLE 1: IT PLATFORM FUNCTIONAL SCOPE FOR SMART PARKING

| Functions | Portal Scope | Mobile App Scope |
|---|--------------|------------------|
| Displaying locations of parking lots on the map. Selecting a parking lot will show the route to get to the parking lot on the map. | Yes | Yes |
| Availability of bays should be displayed in geo-spatial way indicating parking lots full or vacant. Drilling down a parking location will display the bays full, vacant or reserved for Government vehicles, etc. | Yes | Yes |
| Validity status of all the parking passes by pass types like NFC based pass, daily pass, weekly pass and monthly pass with drill down and roll up capability. | Yes | No |
| Search individual parking pass validity status | Yes | Yes |
| Parking pricing such as peak hour pricing, peak day pricing, peak season pricing etc. | Yes | Yes |
| Yearly, monthly and daily revenue from parking fees and penalties by parking lots, month, week, day with drill down and roll up capability. | Yes | No |
| APIs to provide access to the raw data and all the analytical data of the Transport Management Software. | Yes | NA |

| Functions | Portal Scope | Mobile App Scope |
|---|---------------------|-------------------------|
| Development manuals with use case example to facilitate the use and integration of the API with other systems | NA | NA |
| Web server to be accessible from other systems | NA | NA |

2.4 TRANSPORT MANAGEMENT

Unlike Smart Parking the selected bidder for the Transport Management shall provide only the hardware components, vis-à-vis the Smart Components RFP. Hence a software application (as part of the IT Platform portal) has to be developed to perform the Transport Management functions. The IT Platform functional scope for the Transport Management is given in the Table 2 below.

TABLE 2: IT PLATFORM FUNCTIONAL SCOPE FOR TRANSPORT MANAGEMENT

| Functions | Portal Scope | Mobile App Scope |
|--|---------------------|-------------------------|
| General | | |
| The software shall be web based and utilize high resolution digital map to show real-time position of the vehicles. The software shall provide map based tracking and transit route line based tracking of vehicles by the control center operators. | Yes | Yes |
| The software is expected to have enterprise capabilities which will enable multiple user type to carry out various functions like, Alarm Management, Vehicle Schedule Tracking, Speed Management, Stoppage management, Route replays, bus tracking dashboard etc. as a standard functionality. | Yes | No |
| The software shall enable control center management staff quick decision making capability, which shall be achieved by providing graphical tools for visualization. | Yes | No |
| The software shall enable to drill and analyze information and online data in a multi-dimensional manner. Comprehensive analysis and reporting capabilities are expected to be part of the application delivery which matches the world standard capabilities of AVLS systems. | Yes | No |
| The software should have capability to have a multi-screen based tracking system, so as to enable tracking staff to quickly analyze activities and have a better insight into operational data of all activities within the system. | Yes | No |
| Proposed AVL solution should have capability in tracking buses in real-time mode and predicting ETA at stops, and broadcast the same information to PIS at Bus Stop and on board(Bus) PIS systems. | Yes | Yes |
| Ability to define geo fencing with Waypoint Entry & Exit both being of different radius | Yes | No |
| System should notify the operator of the communication error/link failure in case vehicle is 'untracked'. | Yes | No |
| In case of communication/link failure vehicles should continue to operate autonomously, calculating schedule adherence, performing on-board next-stop announcements, and are able to start subsequent runs in the block or duty with all the necessary | Yes | No |

| Functions | Portal Scope | Mobile App Scope |
|---|---------------------|-------------------------|
| data loaded on vehicle at the start of the day once assignments are known. | | |
| The system should store the running time whenever a vehicle transits between two waypoints. The system should have the ability to accumulate and constantly refine the database with travel times that have occurred, to accurately predict the ETA | Yes | No |
| Ability to measure vehicle's actual movements against these predicted values to determine how late or early a vehicle is running against the historical averages. These predictions should be disseminated to PIS and other stake-holders | Yes | No |
| System should interface with data sources such as the schedule and planning tool to obtain operational route and timetable data. System should also support a standard web-service interface for third-party consumers of real-time public transport information. | Yes | Yes |
| The system should have the capability for AVL tracking | Yes | No |
| Integration with on-vehicle equipment including next stop displays, audio systems | Yes | No |
| System should have track routes being run, where the stops are located, the timetables for these routes at these stops all must be current and accurate. | Yes | No |
| System should have functionality to load each vehicle with the complete schedule for a shift when the operator dispatches the vehicle | Yes | No |
| System should automatically check for changes to any relevant service paths such as altered stop locations and will then update this information as required | Yes | No |
| Solutions should cover aspects for routes and vehicle such as: <ul style="list-style-type: none"> - All Stop characteristics (Name, Location, Number) - All Route characteristics (Shape, Ordering) - All Passenger information characteristic (Final & Mid-point Destination names numbering) - All Vehicle characteristics (Adding new/Retiring old) - All Crew characteristics (Activating new/Removing old) - Calendar schedule (Runs/Blocks/Shifts/Assignment) | Yes | Yes |
| System should obtain crew and vehicle allocations through the schedule and planning system. | Yes | No |
| Dynamic changes that occur during the operational day should be communicated to the System and the changes disseminated to the affected vehicles. | Yes | No |
| System GUI should provide the ability to perform assignments of crews and vehicles. | Yes | No |
| System should have the ability to automatically import routes and timetables and validate against existing route and timetable data within the system, and are tested for any timing or route changes. | Yes | No |
| Ability to handle diversion with a message being sent to both the PIS displays that are not going to be serviced and all buses that are affected by the diversion. The types of actions possible include: <ul style="list-style-type: none"> - Change Route/Run - Change Vehicle Block - Change Route Destination | Yes | No |

| Functions | Portal Scope | Mobile App Scope |
|--|---------------------|-------------------------|
| In the case of route diversion the system should have the capability for the controllers to apply a section diversion or route diversion | | |
| System to ensure that PIS within the diverted region are not loaded with real-time information for the diverted runs but instead display the textual message chosen by the Controller. | Yes | Yes |
| Solution should track the schedule adherence and calculate the timetable deviation based on received waypoint events, with the ability to compare deviation against historical running times instead of schedules. | Yes | No |
| Ability to track Bus and continually checks its interpolated position against a geo-fenced region that the run is to take. | Yes | No |
| Route View in system: <ul style="list-style-type: none"> - System should have Linear Route View - System should have Headway View - System should have Timetable View - System should have Deviation View - System should have Layover View - System should support Automatic Stop Announcements - System should support Audio Announcements - System should support Visual Announcements - System should have Emergency Alarms - Solution should have the ability to incorporate traffic signal priority interface | Yes | Yes |
| The operations Management system installed and managed through integrated AVLS platform shall have full capable functionalities (not limited to this scope document). The Service Provider will provide a full capable AVLS system based on best practices. | Yes | No |
| Information about the buses, search and view bus schedules on various routes and deliver ETA based on their real time location. | Yes | Yes |
| System shall show the time table of the buses, fare structure etc. | | Yes |
| APIs to provide access to the raw data and all the analytical data of the Transport Management Software. | Yes | NA |
| Development manuals with use case examples to facilitate the use and integration of the API with other systems | NA | NA |
| Web server to be accessible from the other systems | NA | NA |
| Passenger Information System | | |
| The passenger information system shall integrate with the following units, offering customers schedule and real-time information regarding operations of Bus Service and extend ease of information Delivery related to travel: <ul style="list-style-type: none"> - Display Screen on Bus stop - In bus Display buses - Voice announcement system on Bus - Integration of Web Portal for Bus Schedule & ETA - Development of Mobile Application & integration for bus schedule & ETA etc. | Yes | Yes |
| The display systems at bus stop and shall display real-time information of the route and estimated time of arrival using fixed data connections/mobile data connection with the central vehicle | Yes | Yes |

| Functions | Portal Scope | Mobile App Scope |
|--|--------------|------------------|
| monitoring system. The system shall have capabilities to clearly indicate the current locations, expected time of arrival, route no, destination, messages, of the buses plying on the route from a central database on the display to assist passengers. | | |
| The bus display units shall display bus route information. The voice information system shall also derive information of the next bus stop / terminal based on the location information derived from the GPS unit and shall have capabilities of playing pre-recorded voice information in the bus. | Yes | NA |
| The web portal and the mobile app shall enable passengers to get information about the bus schedules on various routes operated and shall also have facility to deliver ETA based on the real-time data from GPS central monitoring system. The web portal shall also provide facility to passengers to extract such data through the mobile communication system. | Yes | Yes |

2.5 SOLID WASTE MANAGEMENT

Smart waste management shall be done using latest GPS based technologies, which will help USCL in real time tracking and monitoring of operational vehicles engaged in the garbage collection process, throughout the city. Along with the vehicle movement, the garbage bins' static locations will be displayed on the map throughout the city too. This will provide transparency of the vehicles' movements with respect to the garbage bins locations.

As a part of Smart City initiative, USCL planned to implement online waste-collection vehicle tracking and their movements along with the specified routes and other information as mentioned in the list below. All the waste-collection vehicles will be fitted with GPS device purchased through separate tender and those will be integrated with the RAAS GIS Map by DoIT. The selected bidder will access the RAAS APIs to get the information to generate the MIS reports. Given below the reports are to be generated.

The IT Platform functional scope for the Solid Waste Management is given in the Table 3 below.

TABLE 3: IT PLATFORM FUNCTIONAL SCOPE FOR SOLID WASTE MANAGEMENT

| Functions | Portal Scope | Mobile App Scope |
|---|--------------|------------------|
| Monitor and map all vehicles and garbage bins with real time recording of data | Yes | Yes |
| Route deviation alert | Yes | Yes |
| Generate alert in case an unauthorized movement occurs | Yes | No |
| Monitoring and managing overlooked garbage collection points | Yes | Yes |
| Monitoring intentional route duplication attempts | Yes | No |
| Real time garbage collection information for each route as well as each vehicle | Yes | Yes |
| Live Monitoring and control of Complaints being served | Yes | Yes |
| Fleet Service Management and Optimization of planning level | Yes | No |

| Functions | Portal Scope | Mobile App Scope |
|--|---------------------|-------------------------|
| Higher visibility over garbage collection operations | Yes | No |
| Contractor performance evaluation (Future Scope) | | |
| Real time management of missed collection points - Alert in case of missed points. - Route deviation alert. - Ignition on/off. - Generate an alert if unauthorized movement occurs | Yes | Yes |
| Live Dashboard (Zone wise/Ward wise) | | |
| Zonal Summary a. Should show total no of Wards b. Should show total no of Transporters with Names c. Should show total no of Complaints d. Should show total no of Active Vehicles v/s Planned e. Should show total no of collected Bins v/s Planned as per TPM Sheet f. Should show total no of completely served Routes v/s Planned | Yes | No |
| Ward Summary a. Should show Ward Name b. Should show total no of Active Vehicles v/s Planned c. Should show total no of Routes Served (Completed) v/s Planned | Yes | No |
| Vehicle Summary a. Should show Transporter Name b. Should show Vehicle Number c. Should show Driver Name d. Should show Vehicle's Current Status (Running, Idle, Breakdown) e. Should show Trip Summary like; Trip Start time, Trip End time, Planned Ward, Planned Route, Current Location (Live Location), & Trip Status (i.e. Trip Ongoing, Trip Completed, Vehicle Breakdown on Trip, Running on unscheduled Route) f. Should show GSM Connectivity Status (i.e. Connected or Disconnected) g. Should show GPS's connectivity with Vehicle's Battery (i.e. Connected or Disconnected), In case of Disconnected will show remaining Battery of GPS device h. Should show vehicle's Avg. Running Speed for current Trip i. Vehicle wise TPM Sheet Summary will be shown to user, which shall involve POI sequence no, POI name, Collection Status (Served/Unserved), Planned Collection Time v/s Actual Collection Time. | Yes | No |
| Map Operations | | |
| Note: RAAS will provide the GIS Map. The selected bidder will have to figure out what are data to be provided and how to provide the data in order to have RAAS GIS system work properly. | | |

| Functions | Portal Scope | Mobile App Scope |
|---|---------------------|-------------------------|
| <p>Live Individual Vehicle</p> <p>a. Should Display Planned Route and Collection POIs in gray Scale. Tool tip will show Planned Start time, Planned End Time & POI Name. POI Served/Un-served Status shall not be available initially.</p> <p>b. Should Display Vehicles actual Position. Served and Un-served Bins will be highlighted. Tool Tip will show POI Name, actual Collection time & Collection Status.</p> <p>c. Should show Vehicle Summary; Trip Start Time, Trip End Time, Total KM travelled, Total served POIs and unserved POIs.</p> | Yes | Yes |
| <p>Route Replay of Individual Vehicle</p> <p>a. Should Display Planned Route and Collection POIs in gray Scale. Tool tip will show. Planned Start time, Planned End Time & POI Name.</p> <p>b. Should Display Vehicles actual Routes over Planned Route in Green Scale. Served and Un-served Bins will be highlighted. Tool Tip will show all above information with actual start/end time & Collection Status.</p> <p>c. Should show Vehicle Summary; Trip Start Time, Trip End Time, Total KM travelled, Should show Transit history of Time duration selected; which shall be 1 Date only (under 24 hours i.e. 12:00 AM to 11:59:59 PM)</p> | Yes | Yes |
| <p>Zonal Vehicles Current Location & Status</p> <p>a. Should show geo-fences for Zone, Ward, Transfer Station, Parking Point, Weigh Bridges(in future), Dumping Site, Collection POIs</p> <p>b. Show all zonal vehicles at their Current Location and Current Status (I.e. Running, Idle, Breakdown)</p> | Yes | No |
| <p>Route Replay for Specific Vehicle</p> <p>a. Should allow user to select Zone, Transporter, Vehicle Type, wise Vehicle Number for Route Replay</p> <p>b. Should allow user to select Day & Time Duration of Route Replay</p> <p>c. Should show Vehicle's Transit History with POIs Served / Un-served</p> | Yes | No |
| <p>Waste Collection Status</p> <p>a. Should show Zone wise Bins Served or Un-served for any specific Day. Will Allow Day Selection Facility.</p> <p>b. Should show Collection Status of 24 hours i.e. 12:00 AM to 11:59:59 PM of any specific day</p> <p>c. Tool Tip of any Point will show POI Name, Assigned Vehicle, Assigned Route, Appointed Transporter/Driver, Collection Status, Collection Time in case of served Bins</p> | Yes | No |
| Reports | | |
| <p>Operational Reports</p> <p>a. Door to Door Collection Status</p> <p>b. Daily Operational Vehicles</p> <p>c. Daily Route Violations</p> | Yes | No |

| Functions | Portal Scope | Mobile App Scope |
|---|--------------|------------------|
| d. Daily Vehicle Attendance e. Daily Zonal Waste Collection Summary for Trips f. Vehicle wise Waste Collection Trip Summary g. Daily Vehicle wise Stoppage Details | | |
| Summary Reports a. Route Wise Collection Summary for specific Duration b. Daily Vehicle wise Performance Summary c. Daily Overall Waste Collection Summary d. KM Travelled Summary | Yes | No |

2.6 VENDING CARTS TRACKING MANAGEMENT

The IT Platform functional scope for the Vending Carts Tracking Management is given in the Table 4 below.

TABLE 4: IT PLATFORM FUNCTIONAL SCOPE FOR VENDING CARTS TRACKING MANAGEMENT

| Functions | Portal Scope | Mobile App Scope |
|--|--------------|------------------|
| Vendor self enrolment and location change request facility. Approval mechanism for enrolment request | Yes | Yes |
| Capability of adding and deleting vendor enrolment | Yes | No |
| Map based real-time position of all vending carts | Yes | Yes |
| Search capability category-wise, location-wise | Yes | Yes |
| Google/GIS map Integration required for Vending Cart Location, Cart owner Information (Name, Mobile No. Photograph, Business type) etc | Yes | Yes |
| Download cart location information | Yes | Yes |
| Citizen feedback with rating capability. The vendor rating should be visible against vendors | Yes | Yes |
| Complaint handling. Tracking, redressing and closing of the registered complaints. | Yes | Yes |

2.7 INTEGRATION WITH OTHER APPLICATIONS UNDER SMART CITY INITIATIVE

Relevant data from the following applications will have to be displayed on the dashboard. All required APIs and database accesses should be made available to the bidder from the respective vendors / departments. Software bidder may suggest for the prerequisites from the respective vendors / departments.

A general note on creating and maintaining database on the IT platforms: If access to a DoIT database is not available, then only a database should be created in the IT Platform with the data set, as required for the IT Platform.

1. Smart City Wi-Fi
2. Environmental Sensor
3. Water Quality Monitoring System
4. Information Kiosks
5. Smart Utilities
6. Variable Message System (VMS)
7. Water ATM

8. SCADA Master System

TABLE 5: OTHER APPLICATIONS INTEGRATIONS

| Functions | Portal Scope | Mobile App Scope |
|---|--------------|------------------|
| Smart City Wi-Fi | | |
| List of Wi-Fi Hotspot Zone location-wise | Yes | Yes |
| Number of active APs (Information to be derived from NMS) | Yes | No |
| AP utilization chart | Yes | No |
| Concurrent session per SSID / AP | Yes | No |
| Bandwidth usage per SSID / AP and per connected user with upload and download | Yes | No |
| Session and idle timeout customizations per SSID / AP | Yes | No |
| Session data logging – User Mobile number & MAC, Source IP, Device & OS details, AP MAC, session time, etc. | Yes | No |
| Environmental Sensor | | |
| For displaying data on the IT Platform, if access to the source database is not available, data should be shown using URL link for the corresponding source system. For example, if access to RajVayu database is not available, URL for RajVayu system should be used in the IT Platform for showing RajVayu web pages with data. | | |
| Number of active and down devices (Information to be derived from NMS) | Yes | No |
| Readings of different parameters like CO, NO2, O3, SO2 | Yes | Yes |
| Real-time and average value of various parameters | Yes | Yes |
| Health report (Information to be derived from NMS) | Yes | No |
| Water Quality Monitoring System | | |
| Number of active and down devices (Information to be derived from NMS) | Yes | No |
| Readings of different parameters like COD, BOD, TOC | Yes | Yes |
| Health report (Information to be derived from NMS) | Yes | No |
| Information Kiosks | | |
| List of Kiosks location-wise with active and down status (Information to be derived from NMS) | Yes | Yes |
| Health report (Information to be derived from NMS) | Yes | No |
| Kiosk utilization (active usage time, idle time, break down time) | Yes | No |
| Smart Utilities | | |
| For the online utilities systems available for different citizen services, use the corresponding URL links on the IT Platform to display the web pages of the utility systems. As for example, for showing power data URL should be used for AVVNL, for water supply URL for PHED. If access to the existing utility databases is not available, corresponding databases/applications on the IT Platform are to be developed to cater to the MIS reporting and queries needs. List of the MIS report and queries are to be identified by the bidder during Requirement Study phase. | | |
| All the utility reports and queries available in the e-Governance facilities like e-Mitra, Bhamashah, etc.. IT platform should be able to provide access to the reports and queries by using respective URLs and/or accessing | Yes | Yes |

| Functions | Portal Scope | Mobile App Scope |
|---|--------------|------------------|
| the respective APIs | | |
| Variable Message System (VMS) | | |
| Device Status Up/Down | Yes | No |
| Type of Message displaying at each VMS Board | Yes | No |
| Water ATM | | |
| Location-wise ATM status (system up and down) | Yes | Yes |
| Average down-time calculation daily, weekly, monthly | Yes | No |
| ATM-wise water dispensing report | Yes | No |
| Revenue collection ATM-wise daily, weekly, monthly | Yes | No |
| Information on water losses (disparity between intake vs usage) | Yes | No |
| SCADA Master System | | |
| WATER SUPPLY - Status of all major process equipment such as pumps, blowers, compressors, like Pump Start/ Stop, Valves Open/ Close, etc. - Pressure/Level high/low alarms - Status of all Hand/Off/Remote switches. - Equipment failure alarms | Yes | No |
| SEWERAGE SYSTEM - Water level in manholes | Yes | No |
| POWER SUPPLY - Close/ Open status and control of Circuit Breakers - Close/ Open status in respect of Load Break Switches of RMU's/Isolator On/ Isolator Off, Isolator earth switch status. - Status of transformer healthiness like winding temperature. etc. - Battery/ Battery Charger fault. - Alarm for any other all common faults | Yes | No |
| UNDERGROUND DUCTING - Water level in underground ducts | Yes | No |

2.8 MOBILE APPLICATION FOR UDAIPUR TOURISM

The Mobile App is the end-user interface, which will be the primary source of information dissemination. Therefore, the UX-UI of the app must implement the inclusive design methodology to include users across various capabilities, needs and aspirations. The app should encourage visitors and locals to explore and experience more destinations with easy access to information.

Study the city and its heritage. Research is an integral part of quality content creation. Collect information for all the places of historic & tourist interest. Work in close connection with people/historians/local people to know the popular anecdotes.

Multimedia format. The information about a place showcased in the app, should provide high-quality and well-visualized content using;

- **Multi-media** - text, illustrations, photographs, audios and videos

- **GPS-coordinates** and **Route mapping** where required using google maps to enable easy access to the locations.

Promotion of content on other channels such as audios and videos created can be published on other channels such as YouTube, podcasts, vimeo to create access to larger audience. This promotes organic marketing and discovery for potential visitors.

Information categories and formats:

- a. City Information: overview about the city, its history, places to shop, neighbourhoods.
- b. List of places to visit: monuments, forts, lakes, museums, gardens, religious places
- c. Virtual travel guide: creating immersive experiences through audio/visual guides, 360 degree video. That allows users explore the monument and neighbourhoods on their own without the travel guide.
- d. Restaurants & reservations: users should be able to find restaurants in the close vicinity and make reservations.
- e. Things to do in the city: creating a list of all the events, adventure, city tours, walks, festivals, and welfare activities taking place in the city. The complete information about the activity must be provided including the capability to book and cancel the tickets from the app.
- f. Exploring beyond the city: collaborating with registered authorized tour operators to list their 1-day / multi-day tours designed to explore the destinations from Udaipur. The tours must be listed on the app and the user should be able book and cancel the tour through app
- g. Shopping: list of all the venues from where authentic local arts and crafts can be sourced along with the popular bazaars. This will be a listing of the shops with their information. No transactions will be made through the app.
- h. Hotel listing: list of all the categories of hotels, hostels and guest houses. Users will be directed to hotel's website for booking/cancellation. No transactions will be made on App.

Practicalities/Utilities/Tools

Both locals and visitors require tools that facilitate to enjoy the destination. Making the information accessible on their phones will be valuable.

The required list of tools:

- a. Search capability – user should be able to search for an information on the app.
- b. Weather tool – temperature and air quality. Integrating the weather widget in the app
- c. GPS integration – Integrating Google Maps that allows navigation and provides real-time traffic information
- d. Mobile Ticketing for:
 - i. Ticketed monuments: the ticketing will be integrated with governments e-ticketing platform
 - ii. Activities and experiences: a ticketing platform needs to be created where the local tour operators can sell their tours on this mobile app (like viator, clear trip activities)
 - iii. The smart city app will charge a transaction fee in % on every conversion made through the app. The specifics to be defined by both vendor and the smart city team.
- e. List of utilities that users should be able to locate in their vicinity. The data to be provided by smart city team:
 - i. Toilet locator (Swachh Bharat Mission)
 - ii. Parking – public parking spots nearby and their pricing

- iii. Fuel Stations – nearest fuel station
- iv. Taxis – static information about the cab companies
- v. Helpbook – emergency contact numbers: hospitals, police stations
- f. Do's and Don'ts in the city, their religious beliefs and traditions, expected tips etc

Customer Engagement and Support

- a. For capturing and sharing travellers' experiences in the city, there needs to be news feed integration where people can share their views and experiences about the city. This user-generated content should be sharable on social media channels and vice versa, if views are shared on social media channels using defined hashtags then those should show up on the apps newsfeed.
- b. Feedback and ratings for the sights, restaurants, activities and experiences. The ratings and review algorithm to be developed by the vendor, as there is no third-party widget or engine that can be integrated.
- c. Chat/phone support to answer and queries. The customer support team will be under the smart city. The team will be trained by the vendor. The types of customer support to be implemented:
 - i. Static information pages in form of Frequently asked Questions
 - ii. Email support, where users can send email with their queries
 - iii. Chat and phone support, where users can access information in real-time.
 - iv. Chat bots – AI technology, but can be an effective tool.

Content Creation:

The primary purpose of the app is to provide information through an interactive interface that is engaging and easy to use. Therefore, high quality and authentic content is essential for successful adoption of the mobile application. The content required includes:

- a. Creation of researched and customized scripts for audios & videos
- b. Well written text that gives information
- c. High quality, high definition, well visualised photographs and videos
- d. Images / banners / graphics / GIF creation for creating engagement

Analytics and Reporting

- a. Integrating google analytics and localytics that are used for traffic analysis and user behaviour tracking.
- b. Setting up the event triggers in localytics to track the session lengths, audience demographic spending time on app, screen flow. Push Notifications to create engagement, such as prompting user to review the sight.
- c. Customizing Google analytic dashboard that populates the key metrics like current number of users, time spent on app, app downloads, reviews, crashes and any other metrics that needs to be tracked.

Content Management System

- a. Web based Content Management system should be created for the administration to:
 - i. Upload new content
 - ii. Update/Manage existing content
 - iii. Monitor reviews, ratings and feedback

Simple Performance, Load Testing and Audited for Security.

Simple Performance and Load testing shall be performed as part of deliverable by the successful bidder to ensure that the mobile applications and administrative interface created meets required performance and load testing metrics.

App should be audited for the security and privacy of user information, payment transaction and the content.

2.9 NON-FUNCTIONAL REQUIREMENTS

Apart from the functional requirements, following non-functional requirements (NFR) should be addressed.

Access control

Activities in the IT Platform portal and mobile app must be controlled by user “Roles” and “Privileges”. There will be various kinds of roles like Admin, Manager, Citizen, etc. A “Privilege” corresponds to the access to execute a function with read/write permission. The IT Platform should have the following capabilities with respect to access control like defining functions, creating Privileges with combinations of functions and read/write permission, creating Roles, attaching privilege(s) to a role, creating Users, attaching Role(s) to a user, and modifying all the above.

During the requirement study the selected bidder will have to study and finalize the Roles and Privileges required for the IT Platform.

Single Sign On

The IT Platform should be single-sign-on enabled. Users should not log in separately for accessing different smart components information. They should log in once for authentication and should be able to access information across all the smart components.

Administrative functions

The IT Platform shall have administrative functions like configuring various application parameters, maintaining master data, maintaining geo-spatial data, etc. A good parameterized approach will be to enable the administrators configuring the web pages dynamically, driven by meta-data (stored in a database). Access to the administrative functions has to be strictly controlled.

Security

The selected bidder must comply with the industry standard web security. The portal and mobile app software should support security standards: OAuth 2.0, HTTPS over SSL, and key management help protect the data across all domains. The select bidder may also consider implementing some additional security features like malware cleanup, blacklist monitoring and removal, website firewall and protection, brute force mitigation, and HTTP monitoring, etc.

Multilingual

The IT Platform portal and mobile app has to be multilingual; English and Hindi. User should be able to toggle between English and Hindi while working on a screen/user interface.

Back-up and Restore

Enterprise data deem to be vulnerable in the event of buggy software, data corruption, hardware failure, malicious hacking, user error or other unforeseen events. USCL can't afford to lose its sensitive and valuable data of the IT Platform. Hence USCL needs to implement a backup and restore process and mechanism for the IT Platform, as per the backup and restore policy of USCL.

USCL's goal is to ensure rapid and reliable data retrieval, should the need arise. In case USCL does not have the backup & restore in place, the bidder will have to lay

down an industry standard backup & restore policy, which have to be vetted and accepted by USCL.

Disaster Recovery

IT disaster happens and sometimes the extent of damage is too high for an organization/business. Having an IT disaster recovery plan is a critical business need. With the combination of natural disasters, hardware failures and human error, the reality is that data loss is only a matter of when, not if. USCL does not want to take the risk for losing its sensitive and valuable data, in the event of such disasters. USCL needs to implement a proper IT disaster and recovery capability for the IT Platform.

During the requirement study the selected bidder will have to finalize the IT disaster recovery scope and plan. The selected bidder has to figure out and establish IT disaster recovery control measures for preventing an event from occurring, detecting or discovering unwanted events, and correcting or restoring the system after a disaster or an event. The selected bidder has to define a suitable disaster recovery strategy for the IT Platform considering USCL's Business Continuity Plan (BCP), including Recovery Point Objective (RPO) and Recovery Time Objective (RTO) for the IT Platform functions.

Data Sizing and Servers

Disk space and memory requirements, number of servers are important information for the hardware procurement process.

During the requirement study the selected bidder will have to

- Study and assess the Database Server disk space requirements considering transaction volume, archival policy of USCL, rate of volume increase, etc.
- Assess Application Server Clustering for ensuring higher availability w.r.to the SLA requirements of USCL
- Assess memory space for the Application Server(s) considering the response time requirements for queries as per USCL need

USCL should go for cloud-based IaaS (Infrastructure as a Service) to meet the hardware requirements to get rid of Capex upfront. Rajasthan State's Data Center IaaS may be leveraged to meet the hardware requirements. The selected bidder will have to figure out any other cloud-based IaaS with lesser cost. Whatever is the decision, data sizing and the server configuration are absolutely necessary for USCL to take the right decision.

Content Management (CMS)

USCL needs content management software to maintain huge amount of web page contents. As part of the administrative functions, the portal should provide the facility for managing contents of the portal and mobile UIs. The selected bidder will have to implement a database driven and easy to use content management software for the portal and mobile app.

Design Principles, Standard and Best Practices

While designing and coding the application the basic design principles like scalability, modularity, parameterization, minimal hard coding, etc., have to be considered, and the industry standard best coding practices to be adhered to.

Application with a good design will enable USCL to enlarge the IT Platform scope with less cost and effort, and seamlessly. USCL may conduct design review and code review, as part of acceptance criteria.

It is envisaged that the city will implement multiple Smart City use cases over a period of time. The potential examples of Smart City use cases are Smart Lighting, Traffic Management, Energy Metering, Water Metering, Public Safety and Safe City Operation, Connected Public Transport, Public Wi-Fi and Urban Service Delivery over Public Wi-Fi, Kiosks for Citizen Information, Environmental Monitoring, Smart Waste Management, etc. The IT Platform should be scalable for incorporating the use cases seamlessly and with less effort & cost.

User Experience (UX) Design Enablement

UX design principles have to be applied in designing the User Interfaces for the portal and mobile apps. USCL wants consistent look & feel in the User Interfaces and navigation across the IT Platform.

The bidder is required to provide wireframes/working prototype showcasing the workflow and the information architecture. Parameters (sample list) expected to be addressed in UX Design:

- The web portal and mobile User Interfaces should be Responsive, i.e., the aspect ratio should match mobile, tablet and PC screen formats
- Ease of Use
- Access to information
- Feature Prioritization
- Inclusive design elements

Search Engine Optimization (SEO)

The selected bidder must deliver SEO enabled code for the portal. The SEO is a continuous process. The selected bidder should incorporate the continuous code optimization for search engine in their Annual Maintenance scope.

Web Analytics and Statistics

USCL wants measure, collect, analyze and reports of the web data to understand and optimize the portal usage by the visitors. The selected bidder has to integrate a suitable web analytics tool to gather the web statistics and report.

Technical Stack

The web application platform should be developed on Java/J2EE. Rugged application server like Weblogic should be used.

The presentation layer (basically the User Interfaces) should be developed on HTML5/CSS3 to leverage the latest technical features and strength.

3 EXECUTION PHASES

The entire IT Platform development is to be executed in phases. Phasing has been done keeping in mind the dependencies on the data availability. As for example, applications, which do not have data dependencies on any other IT Platform Applications or any external systems, can be started developing in Phase-I itself. The Phases and the applications in the phases, along with the dependencies and technical prerequisites are provided in the table below.

TABLE 6: PROJECT EXECUTION PHASES

| Application with brief description | Brief Description | Dependencies for development | Technical Pre-requisites |
|---|--------------------------|-------------------------------------|---------------------------------|
| PHASE-I | | | |

| Application with brief description | Brief Description | Dependencies for development | Technical Pre-requisites |
|---|---|--|---|
| TRANSPORT MANAGEMENT | A full fledged application to be developed consisting of portal (admin + user), mobile application and requisite APIs. Vendor may choose to implement a product instead of ground up development | No dependency on other phase | RAAS data center facility including GIS/GSM services must be available |
| SOLID WASTE MANAGEMENT | A full fledged application to be developed consisting of portal (admin + user), mobile application and requisite APIs. Vendor may choose to implement a product instead of ground up development | No dependency on other phase | RAAS data center facility including GIS/GSM services must be available |
| VENDING CARTS TRACKING MANAGEMENT | A full fledged application to be developed consisting of portal (admin + user), mobile application and requisite APIs | No dependency on other phase | RAAS data center facility including GIS/GSM services must be available |
| MOBILE APPLICATION FOR UDAIPUR TOURISM | A full fledged application to be developed consisting of portal (admin + user), mobile application and requisite APIs. Mobiles Application to be developed for 3 platforms (iOS, Android, Windows) | No dependency on other phase | |
| ENVIRONMENTAL SENSOR | An application to be developed primarily having <u>interface with the Environmental Sensors system</u> (which will be implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | Environmental Sensors system must be implemented, up and running | Direct access to the Environmental Sensors system database or access to data through Webservices (APIs) |
| POST-IMPLEMENTATION TRAINING FOR PHASE-I | Training for the administrators and users after implementation of Phase-I | Phase-I applications are implemented | Phase-I applications are up and running |
| PHASE-II | | | |

| Application with brief description | Brief Description | Dependencies for development | Technical Pre-requisites |
|---|--|---|--|
| SMART PARKING | An application to be developed primarily having <u>interface with the Smart Parking system</u> (which will be implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | Smart Parking system must be implemented, up and running | Direct access to the Smart Parking system database or access to data through Webservices (APIs) |
| SMART CITY WI-FI | An application to be developed primarily having <u>interface with the Smart City Wi-Fi system</u> (which will be implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | Smart City Wi-Fi system must be implemented, up and running | Direct access to the Smart City Wi-Fi system database or access to data through Webservices (APIs) |
| WATER QUALITY MONITORING SYSTEM | An application to be developed primarily having <u>interface with the Water Quality Monitoring system</u> (which will be implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | Water Quality Monitoring system must be implemented, up and running | Direct access to the Water Quality Monitoring system database or access to data through Webservices (APIs) |
| SMART UTILITIES | An application to be developed primarily having <u>interface with the Smart Utilities system</u> (which will be implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | Smart Utilities system must be implemented, up and running | Direct access to the Smart Utilities system database or access to data through Webservices (APIs) |

| Application with brief description | Brief Description | Dependencies for development | Technical Pre-requisites |
|---|--|--|---|
| WATER ATM | An application to be developed primarily having <u>interface with the Water ATM system</u> (which will be implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | Water ATM system must be implemented, up and running | Direct access to the Water ATM system database or access to data through Webservices (APIs) |
| SCADA MASTER SYSTEM | An application to be developed primarily having <u>interface with the SCADA Master system</u> (which will be implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | SCADA Master system must be implemented, up and running | Direct access to the SCADA Master system database or access to data through Webservices (APIs) |
| INFORMATION KIOSKS | An application to be developed for primarily having <u>interface with the Information Kiosk system</u> (implemented by a separate vendor), requisite data capturing interfaces, processing capabilities, and requisite APIs. The application will consist of portal (admin + user) and mobile application | Information Kiosk system must be implemented, up and running | Direct access to the Information Kiosk system database or access to data through Webservices (APIs) |
| VARIABLE MESSAGE SYSTEM (VMS) | An application to be developed with requisite data capturing and managing interfaces, and requisite APIs. The application will consist of an admin portal only where messages will be managed by the administrators for displaying on various display gadgets | No dependency on other phase | Display devices (partly or fully) must be installed with IP Address enabled |
| POST-IMPLEMENTATION TRAINING FOR PHASE-II | Training for the administrators and users after implementation of Phase-II | Phase-II applications are implemented | Phase-II applications are up and running |
| PHASE-III | | | |

| Application with brief description | Brief Description | Dependencies for development | Technical Pre-requisites |
|--|--|--|--|
| DATA WAREHOUSING | A full fledged ETCL and DWH application and requisite APIs are to be developed for providing data to future command and control center, and other purposes | Dependent on Phase I and II for the availability of the transactional data | All the applications in Phase I and II are up and running so that the transactional data are available from all the applications |
| POST-IMPLEMENTATION TRAINING FOR PHASE-III | Training for the administrators after implementation of Phase-IV | Phase-III application(s) are implemented | Phase-III application(s) are up and running |
| | | | |

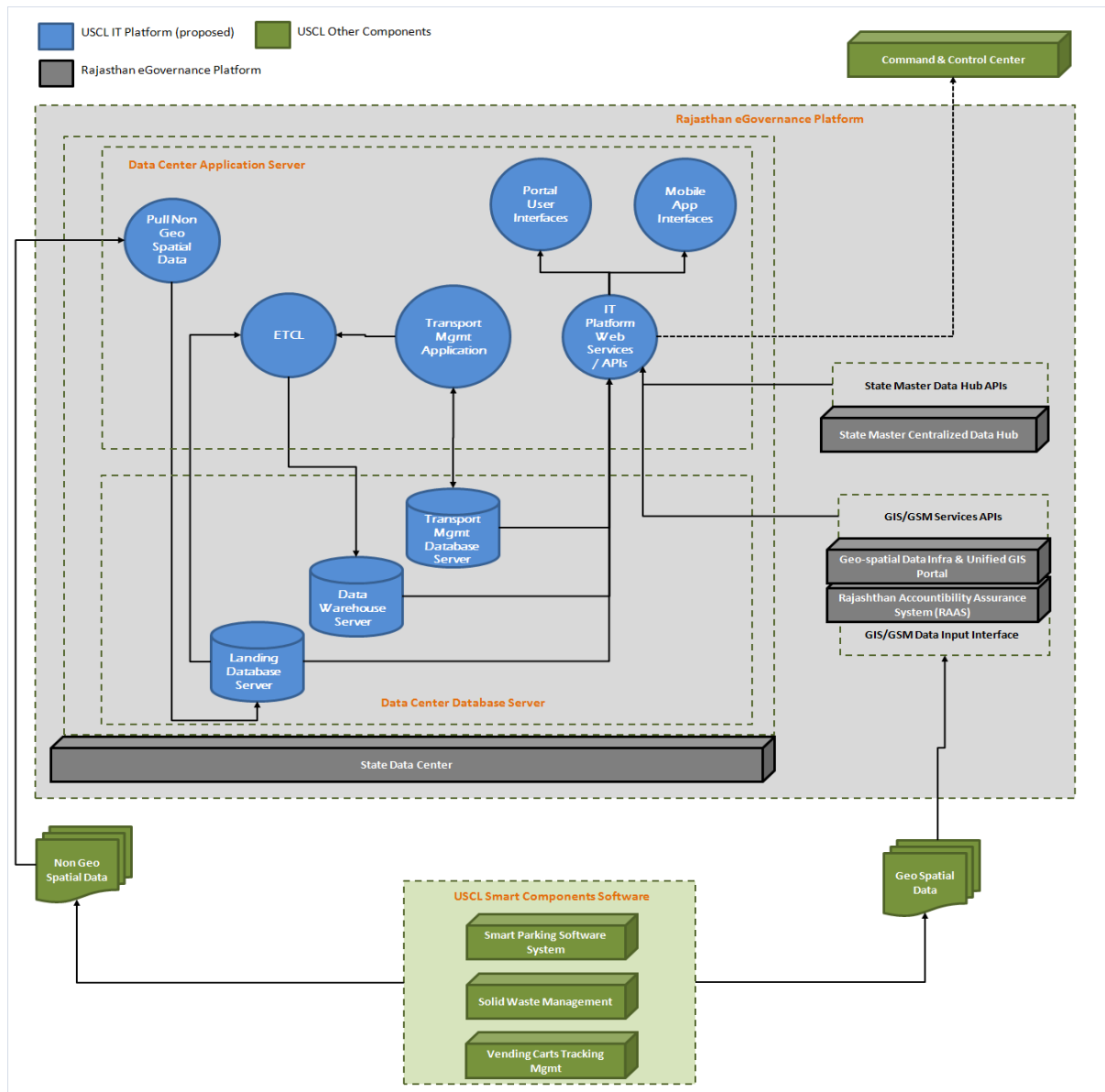
4 IT PLATFORM SOFTWARE ARCHITECTURE

Software architecture is the blueprint for both the system and the project developing the system. A unified architectural vision helps in overall understanding as to how all the components of the system will work in tandem. Software architecture is about making fundamental decisions, which are costly to change once implemented.

USCL IT Platform software architecture portrays:

- How data are captured from the smart components; Smart Parking, Transport Management, Solid Waste Management, Vending Carts Tracking Management to cater to the functional requirements of the portal and mobile app,
- How the cloud-based software platforms/facilities can be leveraged,
- What are the potential software components to be developed,
- What are the logical databases required,
- How data can be processed to cater to the business intelligence needs, etc.

The IT platform has been architected keeping with the idea of using cloud-based services. An indicative architecture diagram is furnished below, with the assumption of leveraging Rajasthan State's Data Center services and facilities. However this does not imply that Rajasthan State's Data Center services and facilities have to be used. As explained earlier, the selected bidder has to figure out options of using other cloud-based services and facilities and trade off the technical feasibilities and cost to choose the best solution.



4.1 CAPTURING NON-GEO-SPATIAL DATA

For the smart components to function, solutions will be provided by the selected bidders. As part of the solutions, the selected bidders will implement devices and software system to cater to the functional needs of the smart components (as furnished in the Smart Components RFP).

The selected bidders for the IT Platform will have to figure out the “data requirements” vis-à-vis the functional scope. The solution providers for the smart components (Smart Parking, Transport Management, Solid Waste Management, and Vending Carts Tracking Management) will have to provide the APIs/Web Services which will cater to the “data requirements”.

Software programs of the IT Platform will make use of those APIs/Web Services to pull data and store in the IT Platform databases. The frequency of pulling data depends on the functional requirements. As for example, PIS related data may be pulled in polling mode.

4.2 DATABASES

The IT Platform will have two types of logical databases; Landing database and Data warehousing database.

Landing database stores the non-geo-spatial data captured from Smart Parking, Transport Management, Solid Waste Management, and Vending Carts Tracking Management. Geo-spatial data is handled separately (explained in the following sections).

For adding the information drill down and roll up capability, data are to be loaded into a data warehousing database. Data warehousing implements star schema design, which supports the information drill down and roll up capability.

4.3 GEO-SPATIAL DATA

The portal and mobile app have to display the following information on map:

- Real-time status of the parking lots
- Real-time position of all the transportation vehicles
- Real-time position of all the solid waste carrying vehicles
- Real-time position of all the vending carts

Rajasthan eGovernance platform has two Office Automation service delivery modules; Geo-spatial Data Infra & Unified GIS Portal and Rajasthan Accountability Assurance System (RAAS). The RAAS framework may be leveraged for handling the geo-spatial data. The selected bidder may also choose other cost optimized cloud services option.

Geo-spatial Data Infra & Unified GIS Portal is a unified GIS platform and decision support system of geospatial data for Rajasthan with the following capabilities:

- Unified Platform for depicting various layers and hosting GIS based applications
- Collect spatial and non-spatial attribute data for various State infrastructure, public/private assets and point of interest
- Departments can build their layers on the platform and also share the layers created by other departments for decision making
- The resulting map can also be embedded in departmental website/application

Rajasthan Accountability Assurance System (RAAS) is a real time monitoring of Government vehicles, offices and officers with the following capabilities:

- Real time tracking of vehicles and mobile phones on a common GIS platform
- Integrated GPS tracking of vehicles, mobile application for GPS Tracking, Integrated Security Application, Detailed Analytical Reporting of vehicle usage, etc.

These two modules may be leveraged to meet the geo-spatial display requirements for the USCL IT Platform portal and mobile app. The geo-spatial data from smart components will be captured using the APIs/Web Services provided by the solution provides of the smart components. The captured data have to be integrated with the modules (as stated above). The selected bidders for the IT Platform will have to find out the specifications and processes for integrating the smart components geo-spatial data.

USCL IT Platform portal and mobile app user interfaces will display the geo-spatial using the Raj Sewa Dwar module APIs/Web Services of Rajasthan eGovernance platform. Raj Sewa Dwar is an Intelligent Middleware Enterprise Service Bus of Rajasthan, ensuring easy, secure and transparent access of all Software Services in a centralized manner with the following capabilities:

- In line with the Rajasthan eGovernance Architecture, ensuring access to all web services/APIs in a centralized fashion
- Centralized monitoring, rationing of services, integrated plans combining bouquet of services with transaction/frequency control
- Centralized monitoring of all transactions in an integrated environment
- Language constraint free service sharing, i.e. any-to-any service type integration – JSON, REST, APIs, XML WSDL, etc.
- Centralized API store for Rajasthan. All services shall be available for usage by government departments, external developers/agencies/ organizations through this ESB platform in form of APIs/web services.

4.4 LOADING DATA WAREHOUSE

Data from the Landing Database will be loaded into the Data warehouse database. ETCL (Extract Transform Clean and Load) programs have to be written for extracting data from the Landing database, transform the data (which primarily aggregating), cleaning data (conditionally) and loading data into the data warehouse database. The selected bidder for the IT Platform may want to use any tool for loading the data warehouse database too.

Normally data is loaded into a data warehouse during off-peak hours. However, the selected bidder will decide upon the loading frequency and mode of refreshing data warehouse, depending upon the functional needs of the portal and mobile app.

4.5 ACCESSING REFERENCE DATA

Reference data are the master data pertaining to the State Government, as for example, the demographics data, citizen individual details, etc. To avoid redundancy and incorrectness in data, the master data should be referred from a centralized location rather than maintaining a parallel repository and referring that.

Rajasthan eGovernance platform has a module, State Master Centralized Data Hub for serving real time master data to all State Government applications. The module has the following capabilities.

- Master data hub will provide many types of master data required by client applications of various departments
- The Master Data Hub contains varied data ranging from geographical hierarchies to various kind of master data being used in departmental applications
- The master data hub shall be accessible through web services or APIs
- Two types of master data, generic and department specific, are available

The IT Platform portal and mobile apps definitely will need various reference data. State Master Centralized Data Hub can be leveraged to access the reference data, as per the requirements.

4.6 SERVICE ORIENTED ARCHITECTURE APPROACH

The portal and mobile app design and development will obviously follow MVC pattern. Apart from that, the application should be designed and developed around SOA philosophy. The business logic should be modularized and developed as RESTful web services. This will help business logic in single places for better maintainability and expediting development of any application much faster. As for example, the web services written for the portal development can be seamlessly used for mobile app development as well.

4.7 CCC INTEGRATION PROVISION

For integrating the IT Platform with the CCC (Command and Control Center), the SOA approach will ensure less cost and effort. For catering to the CCC functional requirements in the future, it may require to expand the IT Platform code base to add more business logic to it. The SOA approach will ensure extending the code base in a structured and maintainable way.

5 DEPLOYMENT STRATEGY

IT Platform portal and mobile applications deployment will require database servers, application server (preferably with AS cluster) and web page publishing capability for the users to access the applications over the web. Purchasing and setting up the infrastructure will lead to Capex, upfront. Accessing Rajasthan Government Data Center IaaS (Infrastructure as a service) facility will get rid of the Infrastructure Capex.

Rajasthan eGovernance platform has State Data Center, which provides IT infrastructure on cloud with the following capabilities.

USCL IT Platform shall leverage the State Data Center services to set up the database servers and application servers (with cluster), and have the portal and mobile applications deployed over there.

In case the State Data Center is not available at the time of deploying the IT platform software, the IT Platform will be deployed over the cloud. As soon as the data centers are up and running, the entire IT Platform will have to be migrated to the Data Center. This situation will entail effort and cost for the following three items:

- Cloud hosting per month
- One time configuration and adjustment of the software for cloud hosting
- One time migration to the data center (once data center is up and running)

6 SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA) shall be the part of contract between USCL and the successful Bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same.

The successful Bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

Penalties

Penalties shall **not** be levied on the successful Bidder in the following cases:

- There is a force majeure event affecting the SLA which is beyond the control of the successful Bidder. The non-compliance to the SLA has been due to reasons beyond the control of the bidder.
- Theft cases by default would not be considered as "beyond control of the bidder". However, certain cases, based on circumstances & certain locations, police may agree to qualify as "beyond control of the bidder".
- Damages due to Road Accident / Mishap shall be considered as "beyond the control of bidder".
- However, Power shut down or deliberate damage to Pole /Equipment/Sensors would not be considered as "beyond control of the bidder".

This SLA document is to clearly define the levels of service which shall be provided by the System Integrator to USCL for the duration of this contract.

SLA Metrics and Payment

- The SLA metrics provided specifies a baseline performance of Service availability.
- There are multiple slabs for Service Levels which relate to certain definite percentage of Penalty.
- The Agency will get 100% of the contracted value if the all baseline performance metrics are complied.
- The Agency will get lesser payment in case of the lower performance as indicated in the SLA matrix.
- SLAs will be evaluated on a Monthly basis unless specified otherwise.
- If the performance of the Agency in respect of any parameter falls below the prescribed lowest permissible limit specified, then under certain conditions the contract itself may be terminated.
- Appropriate SLA Measurement tools to be are to be provided by the SI and audited by USCL or its appointed Consultant for accuracy and reliability.
- It is the responsibility of the System Integrator would to configure the SLA Measurement Tools such that all the parameters as defined under SLA matrix given can be measured and appropriate reports be generated for monitoring the compliance.
- The SLAs defined, shall be reviewed by USCL on an annual basis after consulting the SI (System Integrator)/Successful bidders, Project Management Consultants and other experts for correcting unrealistic metrics and penalties.
- USCL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters in consultation with the bidder.
- Total penalty to be levied on the SI shall be capped at 25% of the total contract value.
- USCL would have right to invoke termination of the contract in case the overall penalty equals 20% in two consecutive months.

Service Level and Penalty matrix at Steady State (After 3 months of Operation)

| Calculation Criteria | Amount of penalty |
|--------------------------------------|--------------------------|
| Adherence to milestones 98% or above | No penalty |
| Adherence to milestones 95% - 98% | 1% of the annual payment |
| Adherence to milestones 90% - 95% | 2% of the annual payment |
| Adherence to milestones 90% | 5% of the annual payment |

7 PROJECT EXECUTION TIMELINES

| SI. No | Mile stone | Deliverables | Activity Duration (Months) | Timeline |
|------------------------------------|----------------------------|-----------------------------------|----------------------------|--|
| Phase-I: 12 Months Duration | | | | |
| 1. | Requirement Study complete | None | 1 | 1 month from the date of Phase-I agreement |
| 2. | Systems Analysis complete | Functional Specifications | 1 | 2 month from the date of Phase-I agreement |
| 3. | System Design complete | Prototypes for the portals/mobile | 1 | 3 month from the date of Phase-I |

| Sl. No | Mile stone | Deliverables | Activity Duration (Months) | Timeline |
|------------------------------------|--|---|----------------------------|---|
| | | apps, System Design Specification | | agreement |
| 4. | Coding complete | None | 5 | 8 month from the date of Phase-I agreement |
| 5. | Testing complete | Test Logs & Reports | 1 | 9 month from the date of Phase-I agreement |
| 6. | Acceptance Testing complete | Acceptance Test Report | 1 | 10 month from the date of Phase-I agreement |
| 7. | Software Implementation complete | Software Source Codes | 1 | 11 month from the date of Phase-I agreement |
| 8. | Post Implementation Training | User Manual | 1 | 12 month from the date of Phase-I agreement |
| 9. | Warranty Support (Post Implementation) | None | 12 | |
| Phase-II: 6 Months Duration | | | | |
| 10. | Requirement Study complete | None | 0.5 | 0.5 month from the date of Phase-II agreement |
| 11. | Systems Analysis complete | Functional Specifications | 0.5 | 1 month from the date of Phase-II agreement |
| 12. | System Design complete | Prototypes for the portals/mobile apps, System Design Specification | 0.5 | 1.5 months from the date of Phase-II agreement |
| 13. | Coding complete | None | 3 | 4.5 months from the date of Phase-II agreement |
| 14. | Testing complete | Test Logs & Reports | 0.5 | 5 months from the date of Phase-II agreement |
| 15. | Acceptance Testing complete | Acceptance Test Report | 0.25 | 5.25 months from the date of Phase-II agreement |
| 16. | Software Implementation complete | Software Source Codes | 0.25 | 5.5 months from the date of Phase-II agreement |

| Sl. No | Mile stone | Deliverables | Activity Duration (Months) | Timeline |
|-------------------------------------|--|---|----------------------------|--|
| 17. | Post Implementation Training | User Manual | 0.5 | 6 months from the date of Phase-II agreement |
| 18. | Warranty Support (Post Implementation) | | | For 1 year post software implementation |
| Phase-III: 6 Months Duration | | | | |
| 19. | Requirement Study complete | None | 0.5 | 0.5 month from the date of Phase-III agreement |
| 20. | Systems Analysis complete | Functional Specifications | 0.5 | 1 month from the date of Phase-III agreement |
| 21. | System Design complete | Prototypes for the portals/mobile apps, System Design Specification | 0.5 | 1.5 months from the date of Phase-III agreement |
| 22. | Coding complete | None | 3 | 4.5 months from the date of Phase-III agreement |
| 23. | Testing complete | Test Logs & Reports | 0.5 | 5 months from the date of Phase-III agreement |
| 24. | Acceptance Testing complete | Acceptance Test Report | 0.25 | 5.25 months from the date of Phase-III agreement |
| 25. | Software Implementation complete | Software Source Codes | 0.25 | 5.5 months from the date of Phase-III agreement |
| 26. | Post Implementation Training | User Manual | 0.5 | 6 months from the date of Phase-III agreement |
| 27. | Warranty Support (Post Implementation) | | | For 1 year post software implementation |

8 TRAINING

The bidder shall impart handholding training to the USCL employees. The bidder will conduct the training after post implementation of the software. The duration of the training may vary from 1 to 2 months depending on the number of participants. USCL will designate participants at various levels to take the training. The scope for the training is given below:

- Bidder will have to submit a training plan beforehand containing the training contents and the target audience
- Training should be provided at various levels of participants to enable them run the system without any hassles. As for example there will separate training module for the administrators and operators
- Batching of groups has to be decided by the bidder in concurrence with USCL
- Bidder will impart theoretical knowledge substantiated by handholding training the entire application
- Bidder will conduct a test designed to grade the participants and the test results have to be shared with USCL
- USCL will provide the venue and other accessories for conducting the training, but the bidder has to arrange the training materials and software set up appropriately to conduct the training
- Bidder will have to distribute the Training materials in soft copy in standard word, pdf or ppt format as applicable

9 MAINTENANCE & SUPPORT

9.1 PERIOD OF CONTRACT

The Maintenance & Support contract will be for 5 years.

9.2 ANNUAL MAINTENANCE FEES

5% of the base value payable in the beginning of the maintenance year.

9.3 MAINTENANCE & SUPPORT SCOPE OF WORK

The prime objective of the Maintenance & Support is to ensure smooth running of the IT Platform with minimum interruption in the citizen services. The bidder will furnish one or more of the following maintenance and support services for the IT Platform software. Given below the support services the bidder will have to perform.

Bugs remain in the software, even after stringent testing. As part of maintenance the bidder will have to fix the bugs that slipped through inadvertently. Bidder will fix the bugs for the features within the scope.

9.4 Basic support services

Assisting the system administrators responsible for installation, management, configuration changes, and setting up the IT Platform. Support for proper installation, release of the software, and any subsequent patches or updates. Updating versions of the utility software (if any) on a regular basis. Diagnosing and trouble shooting of any software related problem and fixing. Even the non-software related problems to be escalated to proper authority.

9.5 Software Enhancements

Upon USCL's request, the bidder will consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the software ('Enhancements') at such charge and on such schedule as both USCL and the bidder may mutually agree in writing.

Should there be a need of adding and/or enhancing features to the software, it will be considered as a "Change Request". USCL may ask the bidder for a technical and financial estimate against the change request. Both parties have to agree with the

technical and financial impacts, if any. The enhancement work is not the part of maintenance & support activities. The approval of enhancement work will be processed by USCL, separately. During enhancement work, the bidder has to take appropriate measures to ensure that the existing software operations are not jeopardized.

9.5 Onsite support people

The bidder shall maintain two resident technical people having knowledge and exposure to the IT platform software completely. USCL will prefer the support people to be picked up from the software development team who were attached to the project since the inception. Online presence of the support people will expedite the error fixing and addressing any technical issues at the earliest.

9.6 “Hotline” Support

The bidder will provide the following communication mechanisms use when asking for support:

(a) Telephone Support: The bidder shall maintain a hotline during regular business hours (8 a.m. to 4:30 p.m. Monday-Friday) to assist USCL personnel in reporting errors and in providing first-line support in the use and operation of the software.

(b) Internet Email: The bidder shall maintain an email address for the express purpose of providing support. This special email address shall be managed by “trouble ticket” software which will track problem progress on an incident by incident basis in order to ensure a timely turn-around in addressing the reported troubles.

9.7 Timeliness of Incident Resolution

The bidder shall use reasonable effort to provide modifications or additions to correct errors in the software reported by USCL. Upon receipt of notice of an error, the bidder will assign a priority level as determined by USCL to the error according to the following criteria:

Priority A – An error that results in the software being substantially or completely nonfunctional or inoperative.

Priority B – An error which does not have a material adverse impact on the performance of the software or there is a bypass or work-around way to perform some operation.

The bidder will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error. Reasonable effort will be made to respond to the incident within the following time frames (as per table below) after receiving notice and sufficient information and support from USCL:

| Priority Level | Correction or Work-Around | Final Resolution |
|----------------|---------------------------|------------------|
| A | 2 business days | 15 business days |
| B | 7 business days | 30 business days |

9.8 New Releases

The bidder will do the software release, preferably by using proper release management tool. The bidder will assist and supervise the administrators doing the software release also. This way the administrators will be self sufficient in managing releases over the time.

9.9 Maintenance & Support Manpower Requirement

In order to provide smooth and sustainable maintenance and support for the IT Platform, USCL envisages the following manpower engagement. The bidder will have to comply with the following manpower requirements at a minimum.

| Job Description | Qualification | Number of Persons Required |
|--|---|----------------------------|
| Transport management operators for three shifts (considering 1 person per shift) | Graduate, or Post-Graduate in any discipline having at least 4 years of experience as an operator in a software driven control center. Should have fair verbal and written communication skill in Hindi and English. Should have quick grasping capability of workflow, procedures and software operations. Domain knowledge in Transport Management is a plus. | 3 |
| Solid waste management system + vendor cart system operators (considers two shifts and 1 person per shift) | Graduate, or Post-Graduate in any discipline having at least 4 years of experience as an operator in a software driven control center. Should have fair verbal and written communication skill in Hindi and English. Should have quick grasping capability of workflow, procedures and software operations. Domain knowledge in Solid waste management is a plus. | 2 |
| Smart Parking system operators for three shifts (considering 1 person per shift) | Graduate, or Post-Graduate in any discipline having at least 4 years of experience as an operator in a software driven control center. Should have fair verbal and written communication skill in Hindi and English. Should have quick grasping capability of workflow, procedures and software operations. Domain knowledge in Smart Parking is a plus. | 3 |
| Redundant operator (in case of sudden absence of an operator) | Graduate, or Post-Graduate in any discipline having at least 4 years of experience as an operator in a software driven control center. Should have fair verbal and written communication skill in Hindi and English. Should have quick grasping capability of workflow, procedures and software operations. Domain knowledge in either of the Transport Management, Solid Waste Management and Smart Parking is a plus. | 1 |

| | | |
|--|---|---|
| Supervisor | Graduate, or Post-Graduate in any discipline having at least 7 years of experience in managing a team of at least 10 persons for providing operational support to the client onsite. Good verbal and written communication skill in Hindi and English | 1 |
| Operational software person (for preliminary probing of a technical solution, fixing if possible, and reporting/raising tickets to the vendors for fixing) | MCA or Engineering Graduate having at least 4 years of experience in software development, trouble shooting and operational support onsite. | 1 |

Section VI-A: General Conditions of Contract

Section VI A: General Conditions of Contract

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1. General Provisions

| Sub-Title | Sub-Clause | Provision |
|--------------|------------|--|
| Definitions | 1.1 | In the Conditions of Contract (these General Conditions) which include Special Conditions, the following works and expressions shall have the meaning stated as under. Words indicating persons or parties include firms, companies, and other legal entities except where context requires otherwise. |
| The Contract | 1.1.1 | |
| | 1.1.1.1 | Bill of Quantities (BOQ) means the priced and completed Bill of Quantities forming part of the Bid. Activity Schedule means the various stages of execution of the Works in case of Lump Sum Contract which are linked to payment Schedule. |
| | 1.1.1.2 | Contract means the document forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of Rajasthan and the Contractor, together with the documents referred to there in including these conditions, the Specifications, designs, Drawings and instructions issued from time to time on Contract and shall be complementary to one another. |
| | 1.1.1.3 | Contract Agreement means the Contract Agreement referred to in Sub-Clause 1.81 [Signing of the Contract]. |
| | 1.1.1.4 | Contract Data means the pages completed by the Procuring Entity entitled Contract Data which constitute the Special Conditions of the Contract. |
| | 1.1.1.5 | Drawings means the Drawings of the Works, as included in the Contract and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract. |
| | 1.1.1.6 | Letter of Acceptance means the letter of formal acceptance, signed by the Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such Letter of Acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing the Letter of Acceptance means the date of signing the Contract Agreement. |
| | 1.1.1.7 | Letter of Technical/Financial Bid means the document entitled Letter Technical or Letter of Financial bid, which was completed by the Bidder and includes the signed offer to the Procuring Entity for the Works. |
| | 1.1.1.8 | Risk and Cost means when the Contractor fails to complete the Contract despite due notices, the procuring entity may terminate the Contract with full 10% compensation and/ or measure the acceptable work done |

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| | | and get the balance work of the BOQ/ Activity Schedule carried out at the risk and cost of the Contractor and the difference of cost at which the balance work is carried out through the Department/ Organisation or another agency is debited to the Contractor. |
| | 1.1.1.9 | Schedules means the document(s) entitled Schedules, completed by the Contractor and submitted with the letter of Bid, as included in the Contract. Such documents may include the Bill of Quantities, data, lists and Schedules of rates and /or prices. |
| | 1.1.1.10 | Specifications means the BIS, IRC, and other Code Specification of the Works followed by relevant Department of the Government of India/State Government and/or included in the Contract and any modification or addition made or approved by the Engineer-in-Charge. |
| | 1.1.1.11 | Technical/ Financial Bid means the Letter of Technical or Financial Bid and all other documents which the Bidder submitted with the Letter of Technical or Financial Bid, as included in the Contract. |
| Parties and Persons | 1.1.2 | |
| | 1.1.2.1 | Party: means the Procuring Entity or the Contractor, or both as the context requires. |
| | 1.1.2.2 | Contractor shall mean the individual, firm or company, whether incorporate or not undertaking the Works and shall include the legal or authorised representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted as signees of such individual, firm or company. |
| | 1.1.2.3 | Contractor's Personnel means the Contractor and Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. All communications addressed to the Contractor can be handed over at site to the Contractor's personnel. |
| | 1.1.2.4 | Contractor's Representative means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.5 [Contractor's Representative], who acts on behalf of the Contractor. |
| | 1.1.2.5 | Engineer-in-Charge or Engineer means the Divisional officer / Executive Engineer who shall be in-charge of the Works and who shall sign the Contract on behalf of the Governor of Rajasthan and who shall be responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extension of time, valuing the Compensation events, etc. |

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| | 1.1.2.6 | The Procuring Entity or PE means the Party who employs the Contractor to carry out the Works. |
| | 1.1.2.7 | Procuring Entity's Personnel means the Engineer-in-Charge, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer-in-Charge] and all other staff, labour and other employees of the Engineer-in-Charge and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer-in-Charge, as Procuring Entity's Personnel. |
| | 1.1.2.8 | Subcontractor means any person / firm named in the Bid /Contract and approved by the Engineer-in-Charge as a Subcontractor, or any person appointed and approved as a Subcontractor subsequently, for a part of the Works; and the legal successors in title to each of these persons/ firms. |
| Dates, tests and periods of completion | 1.1.3 | |
| | 1.1.3.1 | Base Date means the date 28 Days prior to the last date specified for submission of the Bid. |
| | 1.1.3.2 | Commencement/ start Date means the date specified under Sub-Clause 8.3.1 [Commencement of Works]. |
| | 1.1.3.3 | A Defect is any part of the Works not completed in accordance with the approved specifications, designs and/ or drawings of the Contract. |
| | 1.1.3.4 | The Defect Liability Certificate is the certificate issued by Engineer-in-Charge after Defect Liability Period has ended and upon correction of Defects <i>pointed out</i> by the Engineer-in-Charge. |
| | 1.1.3.5 | The Defect Liability Period will be decided by the Department/ Organisation depending on nature of the Works, from the date of completion of the Works and shall be mentioned in the Contract Data. |
| | 1.1.3.6 | Defects Notification Period means the period for notifying Defects in the Works or a Section (as the case may be) under Sub-Clause 13.2 [Completion of Outstanding Work and Remedying Defects], which extends over twelve Months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 13.4 [Extension of Defects Notification Period], calculated from the date on which the Works or Section is completed as certified under Sub-Clause 12.1 [Taking Over of the Works and Sections]. |
| | 1.1.3.7 | Performance Certificate means a certificate issued under Sub-Clause 13.10 [Performance Certificate]. |
| | 1.1.3.8 | Taking-Over Certificate means a certificate issued under Sub-Clause 12.1 [Taking Over of the Works and Sections]. |

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| | 1.1.3.9 | Tests on Completion means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 11 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity. |
| | 1.1.3.10 | Tests after Completion means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) is taken over by the Procuring Entity. |
| | 1.1.3.11 | 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-in Charge by issuing an extension of time. |
| | 1.1.3.12 | Time for Completion means the time for completing the Works or a section (as the case may be) under Sub-Clause 8.4 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.6 [Extension of Time for Completion], calculated from Commencement Date. |
| | 1.1.3.13 | Day means calendar Day; Year means a period of 365 Days. |
| Money and Payments | 1.1.4 | |
| | 1.1.4.1 | Accepted Contract Amount means the amount accepted in the Letter of Acceptance for execution and completion of the Works and remedying of any defects and maintaining the Works, if stated in the Contract. |
| | 1.1.4.2 | Cost means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including over head and similar charges, but does not include profit. |
| | 1.1.4.3 | Final Payment Certificate means the Payment Certificate issued under Sub-Clause 15.9 [Issue of Final Completion Certificate]. |
| | 1.1.4.4 | Final Statement means the statement defined in Sub-Clause 15.10 [Final Statement of Payments]. |
| | 1.1.4.5 | Interim Payment Certificate means a Payment Certificate issued under Sub-Clause 15.5 [Issue of Interim Payment Certificate], other than the Final Payment Certificate. |
| | 1.1.4.6 | Market Rate of an item shall be the current rate as decided by the Engineer-in Charge on the basis of the Cost of Materials and Labour at the Site where the work is to be executed for a variation item. |
| | 1.1.4.7 | Payment Certificate means a Payment Certificate issued under Clause 15 [Contract Price, Payment and Lien]. |
| | 1.1.4.8 | Provisional sums/ Lump sums means a sum (if any) |

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| | | which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for supply of Plant, Materials or services under Sub-Clause 9.6 [Provisional Sums]. These are also moneys provided in the estimate of the project to pay for unforeseen / unquantified items. It may also include lump sum provided in the estimate/ BOQ for unforeseen items to be paid after approval of analysis of rates of such items and charges payable to Government agencies or the contractor for approvals, service connections, extensions of services from the supply lines etc., as the case may be. |
| | 1.1.4.9 | Performance Security means an amount as percentage of the Accepted Contract Price deposited in the form of Bank Guaranteed or any other prescribed form deposited by the Contractor as a security for due performance of the Contract. |
| Works and Materials | 1.1.5 | |
| | 1.1.5.1 | Materials are all supplies, including consumables, used by the Contractor for consumption in the Works. |
| | 1.1.5.2 | Permanent Works means the Permanent Works to be executed by the Contractor under the Contract. These works shall have a defined designed life and durability. |
| | 1.1.5.3 | Plant means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, |
| | 1.1.5.4 | Scope of work shall cover execution of all aspects of the Works as per the Contract. |
| | 1.1.5.5 | Section means apart of the Works specified in the Contract Data as a Section (if any). |
| | 1.1.5.6 | Specifications means the Specification (<i>BIS, IRC etc. or specifications approved by the department or others</i>)of the Works included in the Contract and any modification or addition made or approved by the Engineer-in Charge. |
| | 1.1.5.7 | Temporary Works are Works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works. |
| | 1.1.5.8 | Work or Works shall, unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the Works by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional works. |
| Others | 1.1.6 | |
| | 1.1.6.1 | Act means the Rajasthan Transparency in Public Procurement Act, 2012. |
| | 1.1.6.2 | Contractor's documents are the bids (technical and financial) submitted, softwares, bills, reports, drawings, designs, letters/ communications, test results, etc., submitted by the Contractor to the Procurement Entity in |

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| | | connection with the Contract. |
| | 1.1.6.3 | Department means any Department of Government of Rajasthan which invite Bids on behalf of Governor of Rajasthan as specified in Contract Data. |
| | 1.1.6.4 | Field laboratory means the Contractor's equipped laboratory provided with equipments, experienced personnel, consumables, books of specifications and codes for use on quality testing/inspections on the works. |
| | 1.1.6.5 | Force Majeure is defined in Sub-Clause 19.1 [Definition of Force Majeure]. |
| | 1.1.6.6 | Government/ Governor of Rajasthan means the State Government of Rajasthan/ Governor of Rajasthan |
| | 1.1.6.7 | Laws means all the national or the state legislations, statutes, ordinances and other laws, and regulations and by-laws of India and Rajasthan and any legally constituted public authority. |
| | 1.1.6.8 | Procuring Entity's Equipments means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity on hire for the use of the Contractor in the execution of the Works, as stated in the Specifications; but does not include Plant which has not been taken over by the Procuring Entity. |
| | 1.1.6.9 | Rules means the Rajasthan Transparency in Public Procurement Rules, 2013 |
| | 1.1.6.10 | Site shall mean land and/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract. |
| | 1.1.6.11 | Site office means a suitable covered all weather usable space built by the Contractor at Site of Works at his cost for use by him and the Procuring Entity. |
| | 1.1.6.12 | Unforeseeable means not reasonably foreseeable by an experienced Contractor by the Base Date. |
| | 1.1.6.13 | Variations mean any change to the Works, which is instructed or approved as a variation under Clause 9 [Deviations, Variations and Adjustments]. |
| Interpretation | 1.2 | In the Contract, except where the context requires otherwise (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and (c) words indicating the plural also include the singular; (d) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; (e) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; (f) the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender |

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| | | document” with “bidding document”. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. |
| Communications | 1.3 | <p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, by one party to the other, these communications shall be:</p> <ol style="list-style-type: none"> i. in writing and delivered by hand against receipt, sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and ii. delivered, sent or transmitted to the address for the recipient’s Communications as stated in the Contract Data. However: <ol style="list-style-type: none"> a) if the recipient gives notice of an other address, communications shall there after be delivered accordingly; and b) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. <p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer-in-Charge, a copy shall be sent to the Engineer-in-Charge or the other Party, as the case may be.</p> |
| Law and language | 1.4 | <p>The Contract shall be governed by the laws of India and the State of Rajasthan.</p> <p>The ruling language of the Contract shall be English or that stated in the Special Conditions of Contract.</p> |
| Works to be carried out | 1.5 | <p>The Works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, equipment, tools, plants, testing and quality assurance, and transport which may be required in preparation of and doing in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities (Activity Schedule in case of Lump Sum Contract) shall unless otherwise stated, be held to include wastage on Materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labour necessary in and for the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles to deliver a work of specified quality and durability conforming to designs, drawings etc.</p> <p>The Works include clearance, levelling and dressing of Site within a distance of 15 meters of the work site on all</p> |

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| | | sides except where the building adjoins another building. |
| Sufficiency of Tender/ Bid | 1.6 | The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. He shall also be responsible for satisfying himself on the completeness of the documents /data provided by the Procuring Entity. He shall not raise any objections or deficiencies or inaccuracies in such documents. |
| Discrepancies and adjustment of errors | 1.7.1 | The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small scale Drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions. |
| | 1.7.2 | In the case of discrepancy between the Bill of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: <ul style="list-style-type: none"> • Description of Bill of Quantities • Particular <i>detailed</i> Specification and Special Condition, if any • Drawings / Designs • IRC / MORT&H , ASTHO Specification, if required • Indian Standard Specifications or B.I.S. |
| | 1.7.3 | If there are varying or conflicting provisions made in any one document forming part of the Contract, the Procuring Entity shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor. |
| | 1.7.4 | Any error in description, quantity or rate in Bill of Quantities or any omission therefore shall not vitiate the Contractor release the Contract or from the execution of the whole or part of the Works comprised there in according to Drawings and Specifications or from any of his obligations under the Contract. |
| Signing of the Contract | 1.8.1 | The successful Bidder, after submitting the performance guarantee i.e. within 15 Days of receipt of Notification of Award or as specified in the Contract Data, shall attend the office of the Procurement Entity / Engineer- in-charge for authentication, signing and completion of the Contract document and execute the agreement consisting of: The notice inviting Bid, all the documents including Drawings, if any, forming the Bidding Document as issued at the time of invitation of bids and acceptance thereof together with any correspondence leading there to, Standard Forms consisting of various standard Sub-Clauses with corrections up to the date stipulated in |

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| | | <p>Contract Data along with annexure thereto and drawings etc.</p> <p>The Costs of stamp duties and similar charges (if any) imposed by Law in connection with entry in to the Contract Agreement shall be borne by the Contractor.</p> |
| Signed copy of Contract Document to be given to Contractor | 1.8.2 | <p>The Contractor shall be furnished, free of Cost one signed copy of the Contract Documents together with all Drawings except standard Specifications (BIS or IRC or others), Schedule of Rates and such other printed and published documents, which shall be procured by the Contractor at his cost. <i>These documents shall be deemed to be part of the Contract. These shall be kept in the Site office.</i> None of these documents shall be used for any purpose other than that of this Contract.</p> |
| Conditions of the Contract | 1.8.3 | <p>The Contract shall be governed by the General Conditions of Contract (GCC). The Special Conditions of Contract (SCC)/ Contract Data, wherever applicable, shall supersede/ clarify the GCC to the extent specified.</p> |
| Priority of Documents | 1.8.4 | <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <ol style="list-style-type: none"> (a) the Contract Agreement, (b) the Letter of Acceptance, (c) the Technical Bid and Financial Bid along with the letters of the Technical Bid and Financial Bid (d) the Contract Data/ Special Conditions of Contract, (e) the General Conditions of Contract, (f) the Scope of Work & Specifications, (g) the Drawings, (h) the Instructions to Bidders, (i) the Notice Inviting Bids, and (j) the Schedules and any other documents forming part of the Contract. <p>If an ambiguity or discrepancy is found in the documents, the Engineer-in-Charge shall issue any necessary clarification or instruction.</p> |
| Personnel | 1.9.1 | <p>The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the qualification criteria to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule.</p> |
| | 1.9.2 | <p>If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating reasons, the Contractor shall ensure that the person leaves the Site within seven Days and has</p> |

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| | | no further connection with the work in the Contract. |
| Procuring Entity's Risks | 1.10 | <p>The Procuring Entity is responsible for the excepted risks which are :</p> <p>(a) In so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or</p> <p>(b) A cause due solely to the design of the Works, other than the Contractor's design.</p> |
| Contractor's Risks | 1.11 | 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 Procuring Entity's risks are the responsibility of the Contractor. |
| Procuring Entity's use of Contractor's documents | 1.12 | <p>As between the Parties, the Contractor shall retain the copy right and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of)the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:</p> <p>i. Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</p> <p>ii. Entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.</p> <p>iii. The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third Party by (or on behalf of) the Procuring Entity for purposes other than those permitted under this Sub-Clause.</p> |
| Contractor's use of | 1.13 | As between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the |

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| Procuring Entity's Documents | | Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his Cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third Party by the Contractor, except as necessary for the purposes of the Contract. |
| Care and Supply of documents | 1.14 | <p>The approved Specification, Designs and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make further copies at his Cost.</p> <p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer-in-Charge four copies of each of the Contractor's Documents.</p> <p>The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.</p> <p>If a Party becomes aware of an error or Defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or Defect.</p> |
| Delays in issuing drawings or instructions. | 1.15 | <p>The Contractor shall give notice to the Engineer-in-Charge whenever the Works are likely to be delayed or disrupted if any necessary Drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary Drawing or instruction, details of why and by when it should have been issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer-in-Charge to issue the notified Drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion],</p> |

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| | | However, if and to the extent that the Engineer-in-Charge's failure was caused by any error or delay by the Contractor, including an error in, r delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, |
| Confidential Details | 1.16 | <p>The Contractor's and the Procuring Entity's Personnel shall not disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p> |
| 2. The Procuring Entity | | |
| Right of Access to the Site | 2.1 | <p>The Procuring Entity shall give the Contractor right of access to, and possession of at least 80% of the Site within 30 days of signing of the Contract or within the time specified in the Special Conditions of Contract (SCC). If under the Contract the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.</p> <p>If the Contractor suffers delay as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed,</p> <p>After receiving this notice, the Engineer-in-charge shall proceed to agree or determine these matters</p> <p>However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time.</p> |
| | 2.2 | The right and possession may not be exclusive to the Contractor. |
| Assistance by | 2.3 | The Procuring Entity shall provide, at the request of the |

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| Procuring Entity | | Contractor, such reasonable assistance as to allow the Contractor to obtain expeditiously any permits, licenses or approvals which the Contractor is required to obtain : i. For the delivery of Goods, including clearance through customs, and ii. For the export of Contractor's Equipment when it is removed from the Site. |
| Procuring Entity's Personnel | 2.4 | The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other Contractors on the Site, co-operate with the Contractor's efforts under Sub-Clause 4.7[Co-operation],and take actions similar to those which the Contractor is required to take under Sub-Clause 4.8[Safety Procedures]and under Sub-Clause 4.17 [Protection of the Environment] |
| Procuring Entity's Claims | 2.5 | If the Procuring Entity considers himself to be entitled to any payment under any Sub-Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Procuring Entity or the Engineer-in- charge shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.18 [Electricity, Water and Gas], under Sub-Clause 4.19 [Issue of Procuring Entity's Equipment and Materials], or for other services requested by the Contractor. The notice shall be given as soon as practicable and no longer than 28 Days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given 28 days before the expiry of such period. The particulars shall specify the Sub-Clause or other basis of the claim, and shall include substantiation of the amount and/or extension Defects Notification Period to which the Procuring Entity considers himself to be entitled in connection with the Contract. The Engineer-in-charge shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/or the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 13.4 [Extension of Defects Notification Period]. This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause. |
| Quality Control | 2.6 | The Procuring Entity shall have the right to exercise proper Quality Control measures. The Contractor shall provide a |

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| | | <p>fully equipped field laboratory, testing personnel, consumables and other assistance at his cost to conduct such tests. The Quality Control shall be in three tiers :</p> <ul style="list-style-type: none"> i) tier one by the Contractor's Engineers to the specified frequency, ii) by the Engineer-in-Charge's personnel to conform the quality and acceptance of the work and iii) by the Technical Examiner's organisation or such other independent bodies of State Government/ the Department/ Organisation or QCI approved Third Party Quality Inspection Agency. The work shall have to be completed to conform to the specifications and shall be acceptable only after rectification of deficient /defective works as per 'Non Conformance Reports', if any, issued by the above mentioned agency or the Engineer-in-Charge. |
| 3. Engineer-in-Charge | | |
| Duties and Responsibilities | 3.1.1 | <p>The Executive Engineer of the concerned Division will function as the Engineer-in-Charge for the purpose of the Contract or the Procuring Entity shall appoint another engineer as the Engineer-in-charge, as specified in the Contract Data, who shall carry out the duties assigned to him in the Contract and ensure execution of works as per approved drawings, designs, specifications etc.. The Engineer-in-charge's staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.</p> <p>The Engineer-in-charge shall have no authority to amend the Contract. The Engineer-in-charge may exercise the authority attributable to the Engineer-in-charge as specified in or necessarily to be implied from the Contract. If the Engineer-in-charge is required to obtain the approval of the Procuring Entity before exercising a specified authority, he shall have to obtain that approval.</p> |
| | 3.1.2 | <p>The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer-in-charge.</p> <p>However, whenever the Engineer-in-charge exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the Procuring Entity shall be deemed to have given approval.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> i. whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer-in-charge shall be deemed to act for the Procuring Entity; ii. the Engineer-in-charge has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and iii. any approval, check, certificate, consent, |

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| | | <p>examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer-in-charge (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies, quality of works and non-compliances to specifications/ instructions of the Engineer-in-charge /Procuring Entity.</p> <p>iv. Any act by the Engineer-in-charge in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 Days of receipt.</p> <p>The Engineer-in-charge shall obtain the specific approval of the competent authority before taking action under the following Sub-Clauses of these Conditions and other Sub-Clauses, if specified in the Contract Data:</p> <p>i. Sub-Clause 4.12 [Unforeseeable Physical Conditions] agreeing or determining an extension of time and/or additional Cost.</p> <p>ii. Sub-Clause 9.1 [Right to Vary]: Instructing a Variation, except;</p> <p>(a) In an emergency situation as determined by the Engineer-in-charge, or</p> <p>(b) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>iii. Approving a proposal for Variation submitted by the Contractor or in accordance with Sub-Clause 9.1 [Right to Vary] or Sub-Clause 9.3 [Value Engineering].</p> <p>Notwithstanding the obligation, asset out above, to obtain approval, if, in the opinion of the Engineer-in-charge, an emergency occurs affecting the safety of life or of the Works /workmen or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer-in-charge, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the competent authority, with any such instruction of the Engineer-in-charge. The Engineer-in-charge shall determine <i>(after due approval from the competent authority)</i> an addition to the Contract Price, in respect of such instruction, in accordance with Clause 9 [Deviations, Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Procuring Entity.</p> |
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| Delegation by Engineer- in-Charge | 3.2 | <p>The Engineer-in-charge may from time to time assign duties and delegate authority to assistants and may also revoke such assign mentor delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/or test items of works and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.</p> <p>However, unless otherwise agreed by both Parties, the Engineer-in-charge shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations]</p> <p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer-in-charge. However:</p> <ul style="list-style-type: none"> i. any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer-in-charge to reject the work, Plant or Materials; ii. if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer-in-charge, who shall promptly confirm, reverse or vary the determination or instruction. |
| Instruction of the Engineer-in-Charge | 3.3 | <p>The Engineer-in-charge may issue to the Contractor(at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any Defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer-in-charge, or from an assistant to whom the appropriate authority has been delegated under Sub-Clause 3.2. If an instruction constitutes a Variation, Clause 9[Deviations, Variations and Adjustments]shall apply.</p> <p>The Contractor shall comply with the instructions given by the Engineer-in-charge or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer-in-charge or a delegated assistant:</p> <ul style="list-style-type: none"> i. gives an oral instruction, ii. receives a written confirmation of the instruction, from (or on behalf of)the Contractor, within two working Days after giving the instruction, and iii. does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer-in- |

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| | | charge or delegated assistant(as the case may be). |
| Replacement of Engineer-in-Charge | 3.4 | If the Procuring Entity intends to replace the Engineer-in-charge ,the Procuring Entity shall inform the contractor by a notice before the intended date of replacement, the name and contact details of the intended replacement of the Engineer-in-charge. |
| Determinations | 3.5 | Whenever these Conditions provide that the Engineer-in-charge shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter like variations, extensions of time, responsibilities / valuation for loss and or damage to works etc., the Engineer-in-charge shall peruse the Contract, Specifications, Codes and consult the Contractor in an endeavour to reach an agreement. If an agreement is not reached, the Engineer-in-charge shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The Engineer-in-charge shall give notice to the Contractor of each agreement or determination, with supporting particulars, within 28 Days from the likely date of implementation of such agreement or determination and obtain receipt of the corresponding claim or request except when otherwise specified. The Contractor shall give effect to each determination unless and until revised under Clause 21[Claims, Disputes and Arbitration]. |
| Minutes of Meeting | 3.6 | The Engineer-in-charge may require the Contractor to attend a progress review / or quality assurance/ design review meeting during execution of the Works. The Engineer- in-charge shall record the minutes of the meeting and provide a copy within 7 days to the Contractor for compliance. These minutes will be a part of evidence in case of request for extension of time or variation or punitive action against the Contractor as per terms of the Contract. In case the issue of minutes is delayed, the Contractor |

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| | | may issue the record note of discussions and decisions taken in the meeting for record and confirmation by the Engineer-in Charge. These shall be treated as confirmed if not denied within 15 days by the Engineer-in-Charge. |
| 4. The Contractor | | |
| General Obligations and Contractor's personnel. | 4.1.1 | The Contractor shall design, prepare drawings(to the extent specified in the Contract),execute as per specifications and complete the Works in accordance with the Contract and with the Engineer-in-Charge's instructions, and shall remedy any Defects in the Works. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of Defects. |
| | 4.1.2 | The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of works, Plant and Materials as is required for the item to be in accordance with the specifications for items of Contract, and shall not otherwise be responsible for the design or Specification of the Permanent Works. |
| | 4.1.3 | The Contractor shall deploy experienced and competent personnel to execute the works. The quality of workmanship has to be as specified. Personnel not found capable of good workmanship shall be removed and replaced with better workman. |
| | 4.1.4 | The Contractor shall, whenever required by the Engineer-in-charge, submit details of the arrangements and methods which the Contract or proposes to adopt for the execution of the Works. He shall also be responsible for the safety of works and personnel at the site and shall submit a safety execution plan (as per relevant code for safety at construction site) for the approval by the Engineer-in-charge. No significant alteration to these arrangements and methods shall be made without this having previously been approved by the Engineer-in-charge. He shall also comply to the requirements of the mitigations of the Environmental impacts of the execution of works. |
| | 4.1.5 | If the Contract specifies that the Contract or shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions of Contract: i. the Contractor shall submit to the Engineer-in-charge the Contractor's Documents for this part in accordance with the procedures specified in the |

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| | | <p>Contract.</p> <p>ii. these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in the Sub-Clause 1.4 [Law and Language] and shall include additional information required by the Engineer-in-charge to add to the Drawings for co-ordination of each Party's designs;</p> <p>iii. the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and</p> <p>iv. prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer-in-charge the "as-built" drawings, designs and documents and, if applicable, operation and maintenance manuals in accordance with the Specification and insufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair all parts of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Clause 12 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer-in-charge.</p> |
| | 4.1.6 | The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being installed / assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc. |
| | 4.1.7 | The liability, if any, on account of quarry fees, royalties, octroi, service tax, and any other taxes and duties in respect of materials actually consumed on public work shall be borne by the Contractor. |
| | 4.1.8 | The cost of all water / power connections necessary for the execution of the Works and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically indicated. He shall also be responsible for environment mitigated disposal of waste water released during execution. |
| Compliance with the Code of Integrity | 4.2.1 | The Contractor is bound by the provisions of the Code of Integrity stipulated in the Act , the Rules and specified in ITB Sub-Clause 1.3 [Code of Integrity] and refrain himself from corrupt, fraudulent, coercive and collusive practices which are defined as below: |

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| | | <p>a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the action sofa party;</p> <p>d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p> |
| | 4.2.2 | The Procuring Entity shall take legal action against the Contractor, if it breaches any provisions of the Code of Integrity, under Section 11(3), 46 and chapter IV of the Act. |
| | 4.2.3 | The Contractor shall permit the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity. |
| Performance Security | 4.3.1 | <p>The Contractor shall have the option to furnish a Performance Security @ 10% of the Contract value, in Indian Rupees, in one of the following forms <i>[strike out which is not applicable]</i>:</p> <ol style="list-style-type: none"> i. Deposit through eGRAS; or ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or iv. Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or v. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make |

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| | | <p>payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>vi. The Contractor shall have option to get the Performance Security deposited by deduction from his each running and final bill (Payment Certificate) @ 10% of the amount of the bill.</p> |
| Additional Performance Security | 4.3.2 | <p>i. If the Bid, which results in the lowest evaluated bid price, is seriously imbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default by the successful Bidder under the Contract.</p> <p>ii. Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer-in-charge determines an addition to the Contract Price as a result of a change in Cost, or as a result of a Variation of the Contract Price, the Contractor shall at the Engineer-in-charge's request promptly increase the Performance security to a level of 10 percent of the increased Contract Price.</p> |
| | 4.3.3 | <p>The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <ol style="list-style-type: none"> i. when the Contractor does not execute the agreement within the specified time; after issue of letter of acceptance/ placement of work order; or ii. when the Contractor fails to commence the work within the time specified; or iii. when the Contractor fails to complete the work satisfactorily within the time specified; or iv. when any terms and conditions of the contract is breached; or v. Failure by the Contractor to pay the Procuring Entity any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses of these Conditions or another agreement, within 30 Days of |

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| | | <p>the service of notice to this effect by Engineer-in-Charge; or</p> <p>vi. if the Contractor breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, the Rules, ITB Sub-Clause 1.3 and Sub-Clause 4.2.1 of these conditions.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p> |
| | 4.3.4 | <p>The Contractor shall ensure that the Performance Security remains valid up to a period 60 days beyond fulfilment of all the obligations of the Contractor under the Contract, including defect liability and maintenance, if any. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 Days prior to the expiry date as provided in the Contract, the Contractor shall get extended the validity of the Performance Security.</p> <p>Failure by the Contractor to extend the validity of the Performance security as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance security.</p> |
| | 4.3.5 | <p>The Procuring Entity shall return the Performance Security or release the Performance Security Declaration to the Contractor as below after completion of all obligations under the Contract, more specifically, after the expiry of the period as specified below:</p> <p>i. In case of contracts relating to hiring of trucks and other T&P, transportation including loading, unloading of materials, the amount of Performance Security will be refundable along with the final bill.</p> <p>ii. Ordinary repairs: 3 months after the completion of the Works, provided the final bill has been paid.</p> <p>iii. Original Works / Special Repair Works: Performance Security will be refunded six months after completion, or after expiry of one full rainy season, or after expiry of defect liability period and maintenance period, if any specified in the Contract Data, whichever is later, provided the final bill has been paid.</p> <p>iv. In case of supply of materials: after 3 months of completion of supply, provided the final bill has been paid.</p> <p>v. In case of PWD original Works/ Special Repair</p> |

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| | | Works costing more than Rupees 100 lakh, partial amount of Performance Security will be refunded during the defect liability @ 10% of the Performance Security amount after the lapse of one year of completion and thereafter 10% of original amount of Performance Security at the end of each subsequent year. The remaining amount of Performance Security will be refunded after the satisfactory expiry of the defect liability period. |
| | 4.3.6 | In the event of the Contract being determined or rescinded under any of the provisions of Sub-Clause 16.1, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Procuring Entity. |
| | 4.3.7 | For works for which a maintenance period of 3-5 years is also specified in addition to the defect liability period. The regular maintenance shall be a part of the BOQ of the Contract as a lump sum amount per annum to be paid on quarterly basis. Necessary price escalation as per provisions in the Contract shall also be payable for years subsequent to the expiry of the Defect Liability Period. |
| Commencement of Work at the earliest. Record the commencement or start date. | 4.4 | The Contractor shall commence the Works after signing of the Contract within the period as specified in the Special Conditions of the Contract. In case the Contractor does not commence the works within the above period, the Engineer-in-charge shall issue a notice after the expiry of the said period. The actual date of commencement shall be duly recorded by the Engineer-in-Charge. |
| Contractor's Representative | 4.5 | Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer-in-charge for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of this Sub-Clause, or if the appointed person fails to act as Contractor's Representative, or conducts improperly at the Site, the Contractor shall submit the name and particulars of another suitable person for such appointment. The former representative shall be removed within 24 hours of such notice by the Engineer-in-charge. The Contractor shall not, except if the representative has lost the confidence of the Contractor or is not complying to the instructions of the Engineer-in-charge or his assistants, remove without the prior consent of the Engineer-in-charge, revoke the |

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| | | <p>appointment of the Contractor's Representative or appoint a replacement.</p> <p>The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer-in-charge's prior consent, and the Engineer-in-charge shall be notified accordingly. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3[Instructions of the Engineer-in-charge] and comply to them.</p> <p>The Contractor's Representative may delegate any powers, functions and authority to any competent person and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer-in-charge has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4.If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer-in-charge.</p> |
| <p>Sub-Contractor, nominated Sub-Contractor.</p> | <p>4.6</p> | <p>The Contractor shall not Sub-let or subcontract the whole/ or even part of the Works without the consent of the Engineer-in-charge. If the Contractor does so, the Contract shall be liable to be terminated under Sub-Clause 16.1 [Termination by Procuring Entity]. Details of the capability of such proposed Sub-Contractors (except the nominated Sub-Contractor named by the Engineer-in-charge) shall be approved by the Engineer-in-charge. The Contractor shall be responsible for the misconduct, acts or defaults of any Sub contractor, his agents or employees, as if they were the acts or defaults of the Contractor.</p> <p>Unless otherwise stated:</p> <ul style="list-style-type: none"> i the Contractor shall not be required to obtain consent to suppliers solely of materials, or to a subcontract for which the nominated Sub contractor is named in the Contract. ii the prior consent/ approval of the Engineer-in-charge on capability documents of the sub-contract shall be obtained for proposed Sub-Contractor; iii the Contractor shall give the Engineer-in-charge not less than 28 Days' notice of the intended date of the commencement of each Sub-Contractor's work, and of the commencement of such work on the Site. |

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| | | The Contractor shall ensure that the requirements imposed on the Contractor regarding Confidentiality as defined in the GCC Sub-Clause 1.16 [Confidential Details] shall apply equally to each nominated Subcontractor / Subcontractor. |
| Co-Operation | 4.7 | <p>The Contractor shall, as specified in the Contractor as instructed by the Engineer-in-charge, allow appropriate opportunities for carrying out work to:</p> <ol style="list-style-type: none"> i) the Procuring Entity's Personnel, ii) any other Contractors employed by the Procuring Entity, and iii) the personnel of any legally constituted public authorities, <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other Contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p> <p>If, under the Contract, the Procuring Entity is required to give to the Contractor, possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer-in-charge in the time and manner stated in the Specifications.</p> |
| Safety Procedures at the site of works | 4.8.1 | <p>The Contractor shall:</p> <ol style="list-style-type: none"> i. prepare and submit for approval by the Engineer-in-charge an auditable safety plan at Site in accordance with relevant Code. The Contractor shall comply with all applicable safety regulations; ii. take care for the safety of all persons entitled to be on the Site; iii. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons; iv. provide fencing, lighting, guarding and watching of the works until completion and taking over under Sub-Clause 12.1 [Taking over of Works]; and v. provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land. <p>In addition to the provisions of this Contract, the Contractor shall follow the safety code of the Department.</p> |
| Safety Provisions for labour | 4.8.2 | In respect of all labour directly or indirectly employed, noncompliance in the work for the performance of the Contractor's part of this Contract, the Contractor shall at |

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| | | his own expense arrange for the safety provisions as per P.W.D. Safely Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to provide for all such arrangements at the risk and cost of the Contractor plus 15% as agency charges. |
| Quality Assurance | 4.9.1 | <p>The Procuring Entity shall have the right to exercise proper Quality Control measures to ensure that the works have been executed as per specifications and have the designed durability. It will be in three tiers:</p> <ol style="list-style-type: none"> i. The first tier being the Contractor's engineers ensuring full compliance to specifications and conforming the same through testing (as per frequencies specified in the BIS, IRC or other relevant codes) on input materials, processes and the output in the field laboratory established by the Contractor at his cost . ii. The second tier shall be the Engineer-in-charge's team conducting such tests to the extent of the specified code frequency at the Contractor's field laboratory or Department/ Organisation's laboratory and comparing the results with those carried out by the Contractor's Engineers; and iii. The third tier shall be the 'Third Party Quality Inspections' by the QCI approved / accredited Inspection Bodies as per ISO 17020, or by the Technical Examiner of the Department/ Organisation, where exists. The QCI approved / accredited Inspection Body may be selected through competitive bidding. The third tier shall conduct such tests to the extent of 10% of the specified frequencies duly witnessed by the Contractor's & Procuring Entity's Engineers and providing a final acceptability on the Works costing above Rs 10 crores for buildings and structures and Rs.20 crores for roads, bridges/ flyovers, canals, dams, etc. as specified in the SCC. <p>The Contractor shall provide all assistance to conduct such tests.</p> |
| | 4.9.2 | <p>The Contractor shall institute a approved quality assurance plan stating the methodology / responsibility for sampling, testing/ confirmatory testing, testing frequencies, statistical quality controls, observation / report formats, acceptance criteria, issue and resolution of Non Conformance Reports etc. to demonstrate compliance with the requirements of the specifications. The system shall be in accordance with the details stated in the Contract. The Engineer-in-charge shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall</p> |

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| | | <p>be submitted to the Engineer-in-charge for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer-in-charge, evidence of the prior acceptance by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p> |
| Site Data | 4.10.1 | <p>The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come in to the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for verifying and interpreting all such data. The Procuring Entity shall not be held responsible about the correctness of all such data and the Contractor shall confirm/ verify all such data at his own cost.</p> |
| | 4.10.2 | <p>To the extent which was practicable (taking account of Cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid for Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation):</p> <ul style="list-style-type: none"> i the form and nature of the Site, including sub-surface conditions, ii the hydrological and climatic conditions, iii the extent and nature of the work and goods necessary for the execution and completion of the Works and the remedying of any Defects, iv the Laws, procedures and labour practices of India, particularly Rajasthan, and v the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services. |
| Sufficiency of the Contracted Amount | 4.11 | <p>The Contractor shall be deemed to:</p> <ul style="list-style-type: none"> i. have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and ii. have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10[Site Data]. |

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| | | <p>Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any Defects.</p> |
| Unforeseeable Physical Conditions | 4.12 | <p>In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.</p> <p>If the Contractor encounters adverse physical conditions which the Procuring Entity considers to have been Unforeseeable, the Contractor shall give notice to the Engineer-in-charge as soon as practicable.</p> <p>This notice shall describe the physical conditions, so that they can be inspected by the Engineer-in-charge, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer-in-charge may give. If an instruction constitutes a Variation, Clause 9 [Deviations, Variations and Adjustments] shall apply.</p> <p>If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/ or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 21.2 [Contractor's Claims] to:</p> <ol style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, directed to be incurred by the Contractor as approved extra item which shall be included in the Contract Price. <p>Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine whether and (if so) to what extent these physical conditions were Unforeseeable, and the matters described in sub-paragraphs (i) and (ii) above related to this extent by the Contractor, but the Engineer-in-charge shall not be bound by the Contractor's interpretation of any such evidence.</p> <p>However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer-in-charge may also review whether other physical conditions in similar parts of the Works (if any) were more favourable</p> |

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| | | than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favourable conditions were encountered, the Engineer-in-charge may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (ii) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price. |
| Right of Way and Facilities | 4.13.1 | Unless otherwise specified in the Contract the Procuring Entity shall provide access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and Cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works. |
| | 4.13.2 | The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials are being collected or stored or plant are being installed/ assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc. |
| Avoidance of Interference with public conveniences | 4.14 | The Contractor shall not interfere unnecessarily or improperly with: <ul style="list-style-type: none"> i. the convenience of the public, or ii. the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Procuring Entity or of others The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference. |
| Access Routes to Site | 4.15 | The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions: <ul style="list-style-type: none"> i the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; ii the Contractor shall provide all necessary signs or |

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| | | <p>directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;</p> <p>iii the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;</p> <p>iv the Procuring Entity does not guarantee the suitability or availability of particular access routes; and</p> <p>v Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</p> |
| Contractor's Equipment | 4.16 | <p>The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer-in-Charge. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel offsite.</p> |
| Protection of the Environment | 4.17 | <p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p> <p>The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specifications or prescribed by applicable Laws.</p> <p>The Contractor shall, throughout the execution and completion of the Works and the remedying of any Defects therein:</p> <p>i. have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Procuring Entity) in an orderly state appropriate to the avoidance of danger to such persons; and</p> <p>ii. provide and maintain at his own Cost all lights, guards, fencing, warning signs and watchmen and other things necessary or required by the Engineer-in-charge or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others.</p> |
| Electricity, Water and Gas | 4.18 | <p>The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.</p> <p>The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, suitable water, gas and other services as may be available on the Site with due permission of the service provider, on payment of</p> |

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| | | <p>billing value. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring / paying for the quantities consumed.</p> <p>The quantities consumed and the amounts due for such services shall be agreed or determined by the Engineer-in-Charge in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity /service provider.</p> |
| <p>Issue of Procuring Entity's Equipments and Materials</p> <p><i>(Not applicable in case of Lump Sum Contract)</i></p> | <p>4.19</p> | <p>i The Procuring Entity may on request issue its machinery and equipment on hire to the Contractor, if available, for the use in the execution of the Works. The hire charges shall be as provided in the Contract Data or on the rates declared by the Procuring Entity in general.</p> <p>The Procuring Entity shall hand over the equipment in good working condition duly confirmed by the Contractor at the time of issue, along with departmental operators, helpers. The Contractor shall be responsible for the proper operation and care of the Procuring Entity's Equipment, POL, washout and ordinary repairs Contractor's operators shall not operate the equipment and the rentals / hire and other charges shall be deposited in advance for every 15 days by the Contractor failing which these shall be recovered from the immediately next Interim payment due to the Contractor.</p> <p>ii The Procuring Entity may issue materials like cement, steel, etc.(if available) to the Contractor for bonafide use in the Works at the rates specified in the Contract Data or at issue rate plus storage charges or free of cost, if it is a labour rate Contract, at the time and place specified in the Contract. <i>Such materials shall be issued at different stages in quantities calculated for each stage by the Engineer-in-Charge.</i></p> |
| <p>Progress Reports</p> | <p>4.20</p> | <p>Unless otherwise stated in the Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer-in-charge in specified number of copies along with the interim payment certificates, and the updated construction programme on MS Project or similar software for the next month. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 Days after the last day of the month to which it relates. Reporting shall continue until the Contractor has completed all works which is known to be out standing at the completion date stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> |

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| | | <ul style="list-style-type: none"> i charts, drawings, outputs and detailed descriptions of progress, including each stage of design (if any) on MS project or similar software, Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor(as defined in Sub-Clause 5.2 [Nomination of Sub-Contractors]; ii photographs (in adequate numbers) showing the status of progress of works on the Site; iii the details described in Sub-Clause 6.12 [Records of Contractor's Personnel & Equipment]; iv copies of quality assurance documents, test results, test certificates of manufactured Materials and action taken on Third Party Quality Inspections by the Contractor; v list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 21.2 [Contractor's Claims]; vi safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and vii comparisons of actual and planned progress, hindrances, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays. |
| <p>Security of the Site and Works</p> | <p>4.21</p> | <p>Unless otherwise stated in the Conditions:</p> <ul style="list-style-type: none"> i the Contractor shall be responsible for keeping unauthorized persons off the Site, ii authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor by the Procuring Entity or the Engineer-in-charge, as authorized personnel of the Procuring Entity's other Contractors on the Site. iii 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. iv The Contractor shall arrange to keep the site and works secure from manmade disasters, explosions by design or by accident or both at his own cost. |

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| Contractor's Operations on Site | 4.22 | <p>The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed to by the Engineer-in-charge as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <p>During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus Materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.</p> <p>When the annual repairs and maintenance of Works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the Contract. In case the Contractor fails to comply with the requirements of this Sub-Clause, the Engineer-in-Charge shall have the right to get this work done at the Cost of the Contractor either Departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten Day's notice in writing to the Contractor.</p> <p>Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such goods, equipment as are required by the Contractor to fulfill obligations under the Contract.</p> |
| Fossils/ antiques and articles of value | 4.23 | <p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Engineer-in-charge / Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer-in-charge, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> |

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| | | <p>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion]; and</p> <p>ii. Payment of any such Cost, which shall be included in the Contract Price. After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> |
| Completion Plans to be Submitted by the Contractor | 4.24 | <p>The Contractor shall submit completion drawings, designs within thirty Days of the virtual completion of the Works.</p> <p>In case, the Contractor fails to submit the completion drawings, designs as aforesaid, the Engineer-in-charge shall be authorised to get these as built drawings, designs and other data prepared in 6 copies (4 hard and two soft) at the cost of the Contractor.</p> |
| Contractor to Supply Tools & Plants etc. | 4.25 | <p>The Contractor shall provide at his own Cost all materials plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and Temporary Works required for the proper execution of the Works, whether original, altered or substituted and whether included or not in the Specification or other documents forming part of the Contractor referred to in these conditions, 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 therefore to and from the Works.</p> <p>The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out Works, and counting, weighing and assisting the measurement for 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 actual Cost +15% as agency charges to the Contractor, under this Contract or otherwise and/ or from his Performance Security or the proceeds of sale thereof, or of a sufficient portion thereof.</p> |
| Changes in the firm's constitution to be intimated | 4.26 | <p>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 where under the partnership firm would have the right to carry out the Works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been subcontracted in contravention of Sub-Clause 4.6 [Sub-Contractor, nominated Sub-Contractor] and the same action may be taken and the same consequences shall ensue as provided in the Sub-Clause</p> |

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| | | 16.1 [Termination by Procuring Entity] |
| 5. Sub-Contractor and Nomination of Sub-Contractor | | |
| Sub Contractor | 5.1 | A Sub Contractor, if permitted under the Contract, is a firm or a person specified by the Contractor in his Bid along with details of his capabilities on equipment/ machineries, personnel (technical and others), experience on similar works specific to the project, commitment to Quality assurance etc. He should not have been debarred by the Procuring Entity or the State Government. |
| Nomination of Sub-Contractor | 5.2 | In the Contract, “nominated Sub-Contractor” means a Sub-Contractor: (a) who is stated in the Contract as being a nominated Sub-contractor, or (b) whom the Engineer-in-charge, instructs the Contractor to employ as a Sub contractor subject to Sub-Clause 5.3 [Objection to Nomination]. |
| Objections to nominations | 5.3 | The Contractor or shall not be under any obligation to employ a nominated Sub-contract or against whom the Contract or raises reasonable objection by notice to the Engineer-in-charge as soon as practicable, with supporting particulars. |
| Payment to Nominated Sub-Contractor | 5.4 | The Contractor shall pay to the Nominated Sub-Contractors the amounts shown on the Nominated Sub-contractor’s invoices approved by the Contractor which the Engineer-in-charge certifies to be due in accordance with the sub-contract. These amounts plus other charges paid to the Nominated Sub-Contractor shall be included in the Contract Price in accordance with Sub-Clause 9.6 [Provisional Sums]. |
| Evidence of payments | 5.5 | Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer-in-Charge may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor: (a) submits this reasonable evidence to the Engineer-in-Charge, or (b) (i) satisfies the Engineer-in-Charge in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and (ii) submits to the Engineer-in-Charge reasonable evidence that the nominated Subcontractor has been notified of the Contractor’s entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable |

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| | | deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity. |
| 6. Engagement of Staff and Labour by the Contractor | | |
| Staff and Labour | 6.1 | <p>i. Except as otherwise stated in the Specifications, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, water, power, healthcare backup, transport and, when appropriate, housing.</p> <p>ii. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within India.</p> <p>iii. No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of Rajasthan shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from Government service without the previous permission of State Government in writing. The Contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the Contractor's service, as the case may be.</p> |
| Bidder barred from bidding if near Relatives working in Procuring Entity's office | 6.2 | <p>The Contractor shall not be permitted to bid for works of a Procuring Entity in which his near relative is an employee. He shall also not have a person as his employee who is a near relative of an employee of the Procuring Entity. Any breach of this condition by the Contractor shall be considered as breach of Code of Integrity and shall render him liable to action under Section 11(3) of the Act which includes exclusion of his Bid from procurement process, forfeiture of Bid Security, Performance Security or any other security or bond relating to procurement, recovery of payments made, if any, along with interest at bank rate, cancellation of the Contract, if already made, debarment from future bidding for a period upto three years, etc.</p> <p>Note: By the term 'near relative' is meant wife, husband, parents and grand- parents, children and grand- children, brothers and sisters, uncles and cousins and their corresponding in- laws.</p> |

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| Employment of Technical Staff and other Employees | 6.3.1 | The Contractor shall Engage technical personnel as per list provided for in the Contract and provide all necessary superintendence during execution of the Works and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract. The project manager of the Contractor shall be his principal technical representative. Other personnel shall be engaged as specified in the qualification criteria. |
| | 6.3.2 | The technical staff should always be available at site whenever required by Engineer- in- charge to take instructions. 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. |
| Responsibility of the Technical Staff and employees | 6.4 | Technical officers/ staff deployed by the Contractor at any construction Site will be responsible for proper quality of Works and physical targeted progress of the Works. |
| Rate of Wages and Conditions of Labour | 6.5 | The Contractor shall not pay less than fair wages/ minimum wages to labourers engaged by him on the Works as revised from time to time by the State Government, but the Procuring Entity shall not be liable to pay anything extra for it except as stipulated in price escalation Sub-Clause of the agreement. Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948. The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers directly or indirectly engaged on the Works, including any labour engaged by his Sub-Contractors in connection with the said Works as if the labourers have been immediately or directly employed by him. In respect of all labourers, immediately or directly employed on the Works, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that maybe made by the State Government from time to time in Regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature. The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered |

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| | | <p>by a worker or workers, by reasons of non-fulfillment of the conditions of the Contract, for the benefit of the worker or the 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.</p> <p>Vis-à-vis the State 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.</p> <p>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.</p> |
| Contractor not to engage staff of Procuring Entity | 6.6 | The Contractor shall not recruit, or attempt to recruit, full time (on leave) or part time the staff and labour from amongst the Procuring Entity's Personnel in any capacity. |
| Working Hours | 6.7 | <p>No work shall be carried out on the Site on locally recognized Days of rest, or outside the normal working hours stated in the Contract Data, unless:</p> <ul style="list-style-type: none"> i otherwise stated in the Contract, ii. the Engineer-in-charge gives consent, or iii the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer-in-charge. |
| Facilities for Staff and Labour | 6.8 | <p>Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide work site facilities for the Procuring Entity's Personnel as stated in the Specifications.</p> <p>The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p> |
| Health & Safety | 6.9 | <p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay, doctor at call and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint a safety officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified and trained for</p> |

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| | | <p>this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer-in-charge, details of any accident occurred at the Site or to or due to the Works, as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer-in-charge may reasonably require.</p> |
| Contractor's Superintendence | 6.10 | <p>Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works.</p> <p>Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language] and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.</p> |
| Contractor's Personnel | 6.11 | <p>Contractor's Personnel shall be appropriately qualified, skilled and experienced in respective trades or occupations. The Engineer- in-charge may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, if applicable, who:</p> <ul style="list-style-type: none"> i. persists in any misconduct or lack of care, ii carries out duties incompetently or negligently, iii. fails to conform with any provisions of the Contract, or iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.</p> |
| Records of Contractor's personnel and Equipment | 6.12 | <p>The Contractor shall provide all required equipment, machinery at the Site and submit to the Engineer-in-charge, details showing the number of each category of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer-in-charge, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p> |
| Disorderly Conduct | 6.13 | <p>The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on</p> |

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| | | and near the Site. |
| Foreign Personnel | 6.14 | Is permitted, the Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Procuring Entity will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or Government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial. |
| Supply of Food Stuffs | 6.15 | The Contractor shall arrange for the provision of a sufficient supply of suitable food stuff as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract. |
| Supply of Water | 6.16 | The Contractor shall, having regard to local conditions, provide at his cost on the Site an adequate supply of potable drinking and other water for use in construction and for use of the Contractor's Personnel. |
| Measures against Insect and Pest Nuisance | 6.17 | The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| Alcoholic Liquor or Drugs | 6.18 | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal there to by Contractor's Personnel. He shall also not allow the consumption of such Alcoholic Liquor/Drugs at Site during working hours. |
| Arms and Ammunition | 6.19 | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so. |
| No unlicensed storage of Explosives and POL | 6.20 | The Contractor is not authorised to store explosives and POL or other inflammable materials without a valid license from the competent legal authority. |

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| Prohibition of Forced or Compulsory labour | 6.21 | The Contractor shall not employ forced or compulsory labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. |
| Prohibition of Child Labour | 6.22 | The Contractor shall comply with the provisions of Acts and rules pertaining to prohibition of employment of child labour including not employing any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. |
| Festivals and Religious Customs | 6.23 | The Contract or shall respect the Country's recognized festivals, days of rest and religious or other customs. |
| Employment Records of Workers | 6.24 | The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer-in-charge, and these records shall be available for inspection by Auditors / labour inspectors and others as per law during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.12 [Records of Contractor's Personnel and Equipment]. |
| Compliance with Labour Laws | 6.25 | <p>The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p> <p>The Contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central Rules 1961, before the commencement of the Works, and continue to have a valid license until the completion of the Works. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The Contractor shall also comply with the provisions of the Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996.</p> |

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| Payment of Wages | 6.26 | <ul style="list-style-type: none"> i The Contractor shall pay to labour employed by him either directly or through Sub-Contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, where applicable. ii The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid for wages to labour indirectly engaged on the Works including any labour engaged by his sub-Contractors in connection with the said Works, as if the labour had been immediately employed by him. |
| Penalty for non-compliance with labour Laws | 6.27 | <ul style="list-style-type: none"> i In respect of all labour directly or indirectly employed in the Works of performance of the Contractor's Part of this Contract, the contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature as per the Provisions of Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable. ii The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions, made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations. iii Under the provision of Minimum Wages (Central) Rules 1950, the Contractor is bound to allow to the labour directly or indirectly employed in the Works one day rest for 6 Days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned. |

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| | | <p>iv The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other relevant Labour Laws and the rules made there under from time to time.</p> <p>v The Contractor shall indemnify and keep indemnified the State Government/ Procuring Entity against payments to be made under and for the observance of the Laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his Sub-Contractors.</p> <p>vi The Laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.</p> <p>vii Whatever is the minimum wage for the time being, or if the wage payable higher than the minimum wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p> |
| 7. Execution of works and workmanship | | |
| Manner of Execution | 7.1 | <p>The Contractor shall carry out works, the production of mixes, the procurement of input materials, and all other execution of the Works:</p> <p>i in the manner (if any) specified in the Contract,</p> <p>ii in a proper workman like and careful manner, in accordance with recognized good practices, and</p> <p>iii with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract.</p> |
| Samples | 7.2 | <p>The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer-in-charge for consent prior to using the Materials in or for the Works:</p> <p>i Contractor's standard samples of raw/ produced Materials and samples specified in the Contract, all at the Contractor's Cost, and</p> <p>ii additional samples instructed by the Engineer-in-Charge as a Variation.</p> <p>Each sample shall be labelled as to origin and intended use in the Works.</p> <p>Samples shall also be collected by the Quality testing/inspection teams from the works in progress and</p> |

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| | | the Contractor shall willingly cooperate with such quality assurance procedures. |
| Inspection | 7.3 | <p>The Procuring Entity's Personnel shall at all reasonable times:</p> <ul style="list-style-type: none"> i have full access to all parts of the Site and to all places from which natural materials are being obtained, and ii during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of materials. <p>The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p> <p>The Contractor shall give notice of minimum 07 days to the Engineer-in-charge whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport, beyond measurement, any work in order that the same may be measured and correct dimensions thereof, be taken before the same is covered up. The Engineer-in-charge shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer-in-charge does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer-in-charge, uncover the work and thereafter reinstate and make good, all at the Contractor's Cost.</p> |
| <p>Stores supplied by the Procuring Entity</p> <p><i>(Not applicable in case of Lump Sum Contract)</i></p> | 7.4 | <p>If the specification or estimate of the Works provide for the use of any special description of materials, to be supplied from the Engineer Incharge's stores, or if, it is required that Contractor shall use certain stores to be provided by the Engineer Incharge 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 Performance Security or the proceeds of sale, if the same is held in Government securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All</p> |

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| | | <p>materials supplied to the Contractor, either from departmental stores or with the assistance of the Procuring Entity, shall remain the absolute property of the Procuring Entity. The Contractor shall be the trustee of the stores/ materials, so supplied/ procured and these shall not, on any account, be removed from the Site of the Works and shall be, all times, open to inspection by the Engineer Incharge. Any such materials, unused and in perfectly good condition at the time of completion or determination or rescinding of the Contract, shall be returned to the Engineer Incharge'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. 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 the Procuring Entity, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer Incharge, 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 Procuring Entity, 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.</p> |
| <p>Penal rate in case of excess consumption</p> <p><i>(Not applicable in case of Lump Sum Contract)</i></p> | <p>7.5</p> | <p>The Contractor shall return the materials issued free of cost to him and found surplus after its intended consumption in the Works, immediately. The Contractor shall be charged for the materials which were not returned or consumed in excess of the requirements calculated on the basis of standard consumption approved by the Procuring Entity, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Materials Supply and Consumption Statement, in prescribed Form RPWA 35A, shall be submitted with every Payment Certificate, distinguishing materials supplied by the Procuring Entity and materials</p> |

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| | | procured by the Contractor himself. The recovery for such materials shall be made from Payment Certificate next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Payment Certificate. |
| Hire of Plant and Machinery | 7.6 | Plant and Machinery, required for execution of the Works, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per the departmental/ Organisation 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. |
| Imported Store articles to be obtained from the Procuring Entity <i>(Not applicable in case of Lump Sum Contract)</i> | 7.7 | The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the Works 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 Incharge. to obtain such stores and articles from elsewhere. 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. |
| Materials Supplied by the Contractor | 7.8 | The Contractor shall, at his own expense, provide all materials conforming to the specifications from the sources approved by the Engineer-In-Charge, required for the Works other than those, which are stipulated, to be supplied by the Procuring Entity. Samples for all such materials shall be collected by the Contractor and tested in the presence of representative of the Engineer-in-Charge, at the field laboratory established by the Contractor at the site. Tests which cannot be carried out at the field laboratory, shall be got tested at an NABL accredited laboratory, or any ISI approved laboratory or a Government /Departmental laboratory approved by the Engineer-in-Charge. Only materials so approved shall be used in the works and any change of materials shall be similarly got approved again. Works constructed/executed with unapproved materials shall be summarily rejected without any further investigation or testing. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The Engineer-in-Charge shall have full powers to require |

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| | | <p>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 at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such Materials. The Engineer-in-Charge shall also have full powers to require other proper Materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied from other suitable sources and all Costs which may be incurred for such removal and substitution shall be borne by the Contractor.</p> |
| Testing | 7.9.1 | <p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any). Except as otherwise specified in the Contract, the Contractor shall provide a field laboratory with all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer-in-charge, the time and place for the specified testing of any Plant, Materials and other parts of the Works.</p> <p>The Engineer-in-charge may, under Sub-Clause 9.2.1 [Deviations/ Variations, Extent and Pricing], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or works or workmanship is not in accordance with the Contract, the Cost of carrying out this variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.</p> <p>The Engineer-in-charge shall give the Contractor not less than 24 hours' notice of the Engineer-in-charge's intention to attend the tests. If the Engineer-in-charge does not attend at the time and place agreed, he may designate a qualified and authorised person to attend the testing, if not, the Contractor may approach the Procuring Entity for deputing an Engineer / any other experienced person to witness the tests. In no case shall the tests be conducted without an Engineer/competent person representing the Procuring Entity.</p> |
| | 7.9.2 | <p>If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <p>i an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6</p> |

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| | | <p>[Extension of Time for Completion], and</p> <p>ii payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters</p> <p>The Contractor shall promptly forward to the Engineer-in-charge, duly certified reports of the tests. When the specified tests have been passed, the Engineer-in-charge shall endorse the Contractor's test certificate.</p> |
| Cost of Samples | 7.10 | All samples shall be supplied by the Contractor at his own Cost if the supply thereof is clearly intended by or provided for in the Contract. |
| Cost of Tests | 7.11 | <p>The Cost of conducting any test shall be borne by the Contractor if such test is:</p> <p>i. clearly intended by or provided for in the Contract, or</p> <p>ii. particularised in the Contract (In case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes for which it was intended to fulfil) in sufficient detail to enable the Contractor to price or allow for the same in his Bid.</p> |
| Cost of Tests not provided for | 7.12 | <p>If any test required by the Engineer-in-charge which is:</p> <p>i not so intended by or provided for in the Contract or codes;</p> <p>ii (in the cases above mentioned) not so particularized, or</p> <p>iii (though so intended or provided for), if required by the Engineer-in-charge to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the Materials or Plant, on test shows the Materials, Plant or work or workmanship not to be in accordance with the provisions of the Contract/ specifications to the satisfaction of the Engineer-in-charge, then the Cost of such test shall be borne by the Contractor, but in any other case Department/ Organisation will bear the Cost.</p> |
| Rejection | 7.13 | <p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, works or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer-in-charge may reject the works, Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the reconstructed/ reproduced/ replaced item complies with the Contract.</p> <p>If the Engineer-in-charge requires this Plant, Materials, works, or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the</p> |

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| | | rejection and retesting cause the Procuring Entity to incur additional Costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these Costs to the Procuring Entity. |
| Remedial Work | 7.14 | <p>Notwithstanding any previous test or certification, the Engineer-in-charge may instruct the Contractor to:</p> <ol style="list-style-type: none"> i. remove from the Site and replace any works, Plant or Materials which is not in accordance with the Contract, ii. remove and re-execute any other work which is not in accordance with the Contract, and iii. execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time(if any)specified in the instruction, or immediately if urgency is specified under sub-paragraph iii.</p> <p>If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all Costs arising from this failure.</p> |
| Ownership of Plant and Materials | 7.15 | <p>Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Contract, become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <ol style="list-style-type: none"> i when it is incorporated in the Works; ii when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.12 [Payment for Plant and Materials in event of Suspension]. |
| Dismantled Material Government Property | 7.16 | <p>The Contractor, in course of the Works, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the Works by dismantling etc. will be considered as the property of the Procuring Entity and will be disposed off to the best advantage of the Procuring Entity, as per directions, of the Engineer-in-charge.</p> |
| Action where no Specifications are provided. | 7.17 | <p>In the case of any class of works for which there are no specifications in Bureau of Indian Standards Specifications, Indian Road Congress for road Works and Indian Building Congress for building Works or any Central Government agency, or Departmental Specifications, such works shall be carried out in accordance with the relevant International Standards under the instructions and requirements of the Engineer-</p> |

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| | | in-Charge. |
| Royalties | 7.18 | <p>The Contractor shall pay all royalties, rents and other payments for:</p> <ul style="list-style-type: none"> i natural Materials obtained from outside the Site, and ii disposal of materials from demolitions and excavations and of other surplus materials (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract. iii 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. |
| 8. Commencement, Delays and Suspension | | |
| Fixing centerlines, reference points and bench marks. | 8.1 | <p>The basic centre lines, reference points and benchmarks will be fixed by the by the Contractor and checked/confirmed by the Engineer-in-Charge. The Contractor shall establish at his own Cost at suitable points, additional reference lines and benchmarks as may be necessary and instructed by the Engineer-in-Charge. The Contractor shall remain responsible for the sufficiency and accuracy of all the benchmarks and reference lines.</p> |
| Setting out of works. | 8.2 | <p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer-in-Charge. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.</p> <p>The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used. If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (a) whether and (if so) to what extent the error could not reasonably have been discovered, and (b) the matters described in sub-</p> |

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| | | paragraphs i and ii above related to this extent. |
| Commencement of Works | 8.3.1 | <p>Except otherwise specified in the Contract Data/Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer-in-charge's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:</p> <ul style="list-style-type: none"> i signature of the Contract Agreement (after submission of Performance security and Insurance by the Contractor) by both Parties, and if required, approval of the Contract by relevant authorities; ii delivery to the Contractor of reasonable evidence of the Procuring Entity's Financial arrangements; iii except if otherwise specified in the Contract Data, possession of the Site given to the Contractor together with such permission(s) under (a) of Clause 2.1 [Right of Access to the Site] as required for the commencement of the Works; <p>The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay. The date of commencement and stipulated completion shall be entered in the Contract Agreement.</p> |
| | 8.3.2 | <p>In case, the work cannot be started within one-fourth time of the stipulated period of completion of the Works due to reasons not within the control of the Contractor as decided by the Procuring Entity, either Party may close the Contract. In such eventuality, the Performance Security of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.</p> |
| Time for Completion | 8.4 | <p>The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:</p> <ul style="list-style-type: none"> i achieving the passing of the Tests on Completion, and ii completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Clause 12 [Taking Over of the Works and Sections]. iii completion of as built drawings and a manual for maintenance and operations, if required. iv completion of each mile stone as per the current (original updated every month) construction program. v rectification and or reconstruction of all deficient items of work or works /items of works for which 'Non Conformance Reports' were issued. |

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| | | vi restoration of the approach roads, fencing and appurtenant works damaged during execution of the Contracted project and clearance of Site. |
| Construction Programme (Activity Schedule in case of Lump Sum Contract) | 8.5 | <p>The Contractor shall submit a detailed execution time programme on MS Project or other similar software to the Engineer-in-charge within 28 Days after receiving the notice under Sub-Clause 8.3 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall be revised every month and shall include:</p> <ul style="list-style-type: none"> i the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), drawings, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction of works, erection and testing, ii each of these stages for work by each Sub-Contractor/ Nominated Sub-Contractor, iii the sequence and timing of quality and other inspections and tests specified in the Contract, and iv a supporting report which includes: <ul style="list-style-type: none"> a. a general description of the time, methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and b. details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage. <p>Unless the Engineer-in-charge, within 21 Days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.</p> <p>The Contractor shall promptly give notice to the Engineer-in-charge of specific probable future events or circumstances which may adversely affect the Works, increase the Contract Price or delay the execution of the Works. The Engineer-in-charge may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing].</p> <p>If, at any time, the Engineer-in-charge gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual</p> |

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| | | progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer-in-charge in accordance with this Sub-Clause. |
| Extension of Time for Completion | 8.6 | <p>The Contractor shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 12 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <ol style="list-style-type: none"> i. a Variation (unless an adjustment to the Time for Completion has been agreed under Clause 9 [Deviations, Variations and Adjustments] or other substantial change in the quantity/design of an item of work included in the Contract, ii. a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, iii. exceptionally adverse climatic conditions, excluding the rains, high or low variations in temperatures, iv. Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or Governmental actions, or v. any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other Contractors <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer-in-charge in accordance with Sub-Clause 21.2 [Contractor's Claims]. When determining each extension of time under Sub-Clause 3.5 [Determinations], the Engineer-in-charge shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p> |
| Delays Caused by Authorities | 8.7 | <p>If the following conditions apply, namely:</p> <ol style="list-style-type: none"> i. the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country, ii. these authorities delay or disrupt the Contractor's work, and iii. the delay or disruption was Unforeseeable, <p>Then this delay or disruption will be considered as a cause of delay under Sub-Clause 8.6 [Extension of Time for Completion].</p> |
| Rate of progress of works. | 8.8 | <p>As soon as possible after the Contract is concluded the Contractor shall submit a time and progress chart (preferably on MS Project or other similar software) for each milestone and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various tasks</p> |

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| | | <p>or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work, exceeds one month complete the work as per milestone.</p> <p>If, at any time:</p> <ul style="list-style-type: none"> i. actual progress is too slow to complete within the Time for Completion, and/or progress has fallen (or will fall) behind the current programme under Sub-Clause 8.5 [Construction Programme], other than as a result of a cause listed in Sub-Clause 8.6 [Extension of Time for Completion], then the Engineer-in-charge may instruct the Contractor to submit, under Sub-Clause 8.5 [Construction Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. ii. Unless the Engineer-in-Charge notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and Cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional Costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these Costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.9 below. iii. Additional Costs of revised methods including acceleration measures, instructed by the Engineer-in-charge to reduce delays resulting from causes listed under Sub-Clause 8.6 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor <p>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 labor unemployed to the extent considered reasonable by the Engineer-in-charge.</p> |
| <p>Compensation/ Damages for Delay (Liquidated</p> | <p>8.9</p> | <ul style="list-style-type: none"> i If the Contractor fails to maintain the required progress in terms of Sub-Clause 8.4 [Extension of Time for Completion] or to complete the Works and clear the Site on or before the original or extended |

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| <p>Damage)</p> <p><i>(In case of Lump Sum Contract, the liquidated damages shall be linked to Stage wise completion of Works as stated in Activity Schedule and specified in SCC)</i></p> | | <p>date of completion, he shall, without prejudice to any other right or remedy available under the Law to the Government/ procuring Entity on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer-in-charge (whose decision in writing shall be final and binding) may decide on the amount of contracted value of the Works for every time span that the progress remains below that specified in Sub-Clause 8.4 [Extension of Time for Completion] or that the Works remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p>ii To ensure good progress during the execution of Works, the Contractor shall be bound, in all cases in which the time allowed for any Works exceeds one month (save for special jobs or where time spans have been fixed in light of the specific construction programme), 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 the work before 3/4 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 of execution of Works is attributable to the Contractor, the Contractor shall be liable to pay compensation to the Government/ Procuring Entity at every time span as below:-</p> <table border="1" data-bbox="594 1199 1344 1896"> <tr> <td data-bbox="594 1199 643 1325">A</td> <td data-bbox="643 1199 850 1325">Time Span of full stipulated period</td> <td data-bbox="850 1199 976 1325">1/4th</td> <td data-bbox="976 1199 1101 1325">1/2th</td> <td data-bbox="1101 1199 1226 1325">3/4th</td> <td data-bbox="1226 1199 1344 1325">Full</td> </tr> <tr> <td data-bbox="594 1325 643 1461">B</td> <td data-bbox="643 1325 850 1461">Work to be completed in terms of money</td> <td data-bbox="850 1325 976 1461">1/8th (Rs)</td> <td data-bbox="976 1325 1101 1461">3/8th (Rs)</td> <td data-bbox="1101 1325 1226 1461">3/4th (Rs)</td> <td data-bbox="1226 1325 1344 1461">Full (Rs)</td> </tr> <tr> <td data-bbox="594 1461 643 1896">C</td> <td data-bbox="643 1461 850 1896">Compensation payable by the Contractor for delay attributable to Contractor at the stage of</td> <td colspan="4" data-bbox="850 1461 1344 1896"> <p>Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted.</p> <p>Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the work remained unexecuted.</p> <p>Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted.</p> </td> </tr> </table> | 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 | <p>Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted.</p> <p>Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the work remained unexecuted.</p> <p>Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted.</p> | | | |
| 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 | <p>Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted.</p> <p>Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the work remained unexecuted.</p> <p>Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted.</p> | | | | | | | | | | | | | | | | | | |

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| | | | <p>Delay exceeding three fourth of the prescribed time span – 10% of the work unexecuted.</p> |
| <p>Note-1: In case delayed period over a particular time span is split up and is jointly attributable to the Procuring Entity and the Contractor, the competent authority may reduce the compensation in proportion of delay attributable to the Procuring Entity over entire delayed period over that time span after clubbing up the split delays attributable to the Procuring Entity and this reduced compensation would be applicable over the entire delayed period without paying any escalation.</p> <p>Note-2: The compensation, levied as above, shall be recoverable from the Payment Certificate payable after the concerned time span. The total compensation for delays shall, however, not exceed 10 percent of the total value of the Works.</p> <p>iii 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 Bid.</p> <p>iv However, if a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as submitted or as modified by the Procuring Entity or the Engineer-in-Charge, the Contractor shall complete the Works within the said time schedule. In the event of the Contractor failing to comply with the time schedule, he shall be liable to pay compensation as prescribed in foregoing paragraph of this Sub-Clause. While granting extension in time attributable to the Procuring Entity, reasons shall be recorded for each delay.</p> <p>v The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any Contract with the Procuring Entity. In case, the Contractor does not achieve a particular milestone mentioned in Contract Data or the rescheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.</p> <p>vi Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Contractor fails to make up for the delay in subsequent milestone(s), amount mentioned</p> | | | |

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| | | <p>against each milestone missed subsequent also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>vii If the Contract is completed in the original time period as agreed upon in the Contract, then the Liquidated Damages so imposed for delays of intermediate milestones will be adjusted/ paid. Also, price escalation shall not be applicable if Liquidated Damages have been imposed. However, if the Contractor finishes the work as per the original time period, he shall be eligible to receive the price escalation.</p> |
| Suspension of Work | 8.10.1 | The Engineer-in-charge may for recorded reasons, at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The Engineer-in-charge may also notify the cause for the suspension. |
| | 8.10.2 | <p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:</p> <ol style="list-style-type: none"> i. on account of any default on the part of the Contractor; or ii. for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or iii. for safety of the Works or part thereof. <p>The Contractor shall, carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>If the suspension is ordered for reasons ii and iii above, the Contractor shall be entitled to an extension of time equal to the period of every such suspension for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part,</p> |
| Consequences of Suspension | 8.11 | <p>If the Contractor suffers delay and/ or incurs Cost from complying with the Engineer-in-charge's instructions under Sub-Clause 8.10 [Suspension of Work] and/ or from resuming the work, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ol style="list-style-type: none"> i. An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price. |

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| | | <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in making good the consequences of the Contractor's faulty design, workmanship or Materials, or of the Contractor's failure to protect, store or secure the work in accordance with Sub-Clause 8.10 [Suspension of Work].</p> |
| Payment for Plant and Materials in Event of Suspension | 8.12 | <p>The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if:</p> <ol style="list-style-type: none"> i. the work on Plant or delivery of Plant and/ or Materials has been suspended for more than 28 Days, and ii. The Contractor has marked the Plant and/ or Materials as the Procuring Entity's property in accordance with the Engineer-in-charge's instructions. |
| Prolonged Suspension | 8.13 | <p>If the suspension under Sub-Clause 8.10 [Suspension Work]. has continued for more than 84 Days, the Contractor may request the Engineer-in-charge's permission to proceed. If the Engineer-in-charge does not give permission within 28 Days after being requested to do so, the Contractor may, by giving notice to the Engineer-in-charge, treat the suspension as an omission under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 17.2 [Termination by Contractor].</p> |
| Resumption of Work | 8.14 | <p>After the permission or instruction to proceed is given, the Contractor and the Engineer-in-charge shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or Defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer-in-charge an instruction to this effect under Sub-Clause 9.2 [Deviations/ Variations, Extent and Pricing].</p> |
| Work to be executed strictly as per specifications | 8.15 | <p>All Works under or in course of execution or executed in pursuance of the Contract shall at all times be executed strictly as per specifications of the Contract as established by regular testing at the specified frequency and be open and accessible to the quality inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization, Third Party Inspection Agency, if engaged by the Procuring Entity, and the Contractor shall, at all times,</p> |

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| | | during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive written orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. All payments shall be linked to the specified quality of works and works failing on tests or not executed as per design, drawings and specifications shall not be paid unless rectified to the specified quality by the Contractor. |
| Action when Work executed with unsound materials, imperfect and unskilled workmanship | 8.16 | <p>If it shall be established through regular testing or post execution quality testing by the third party quality inspection agency to the Engineer-in-Charge or his higher authority or his authorized subordinates in charge of the Works, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with Materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the 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 passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the Materials or articles so specified and reconstruct, provide other proper and suitable Materials or articles at his own charge and Cost. In the event of the Contractor failing do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation for the specified period, at the same rate as under Sub-Clause for non-completion of the work in time for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the Contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.</p> |
| 9. Deviations, variations and adjustments | | |
| Right to Vary <i>(Additions and</i> | 9.1 | Variations may be initiated by the Engineer-in-charge at any time during the execution of the Works prior to issuing the Taking-Over Certificate for the Works, either |

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| <p>Alterations in case of Lump Sum Contract)</p> | | <p>by an instruction or by a request for the Contractor to submit a proposal. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer-in-charge stating (with supporting particulars) that:</p> <ul style="list-style-type: none"> i. the Contractor cannot readily obtain the Goods required for the Variation, or ii. such Variation triggers a substantial change in the sequence or progress of the Works. <p>Upon receiving this notice, the Engineer-in-charge shall cancel, confirm or vary the instruction. Each Variation may include:</p> <ul style="list-style-type: none"> i. changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation), ii. changes to the quality and other characteristics of any item of work, iii. changes to the levels, positions and/ or dimensions of any part of the Works, iv. omission of any work unless it is to be carried out by others, v. any additional work, Plant, Materials or services necessary or incidental to the Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, vi. Changes to the sequence or timing of the execution of the Works. <p>The Contractor shall not make any alteration and/ or modification of the Permanent Works, unless and until the Engineer-in-charge instructs or approves a Variation.</p> |
| <p>Deviations/ Variations Extent and Pricing</p> | <p>9.2.1</p> | <p>The Engineer-in-charge shall have power (i) to make alternations in, omissions from, additions to, or substitutions for the original Specifications, quantities, Drawings, designs and instructions that may be appear to him to be necessary or advisable during the progress of the Works, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-charge after approval from competent authority and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> |

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| <p>(In case of Lump Sum Contract, Rates of measured up additions and alterations shall be as per applicable BSR or rates of Day Work given by the Contractor and forming part of the Contract)</p> | <p>9.2.2</p> | <p>The rates for such additional, altered or substituted works shall be determined in accordance with the following provisions:</p> <ol style="list-style-type: none"> i. If the rates for the additional, altered or substituted work are specified in the Contract for the Works, 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 Works. ii. If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the Works, such rates will be derived from the rates for a similar class of work as are specified in the Contract for the Works. iii. If the rates for the additional, altered or substituted work cannot be determined in the manner specified in the sub-clauses i and 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 Bid amount bears to the estimated cost of the entire Works put to bid. Provided always that if the rate for such 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 but the percentage of bid discount/ premium will not be subtracted/ added to such market rates. iv. If the rates for the additional, altered or substituted work item cannot be determined in the manner specified in sub sub-clause 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(s) claimed and the Engineer-in-charge shall determine the rate/ 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 this sub-clause. |
| | <p>9.2.3</p> | <p>The quantum of additional work for each item shall not exceed 50% of the original quantity of the item given in the Contract and the total value of additional, altered, and substituted items of work shall not exceed 50% of the Accepted Contract Price. (This para is not applicable in case of Lump Sum Contract)</p> |

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| | 9.2.4 | The time for completion of the Works shall in the event of any deviations resulting in additional Cost over the Contract Price being ordered be extended if requested by the Contractor in the proportion which the additional Cost of the altered, additional or substituted work, bears to the original Contract Price. Similarly, the proportionate time period for an item of work deleted shall be reduced from the total time period provided in the Contract. |
| Value Engineering | 9.3 | <p>The Contractor may, at any time, submit to the Engineer-in-charge a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the Cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity</p> <p>The proposal shall be prepared at the Cost of the Contractor and shall include the items listed in Sub-Clause 9.2 [Deviations, Variations and Pricing].</p> <p>If a proposal, which is approved by the Engineer-in-charge, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:</p> <ol style="list-style-type: none"> i. the Contractor shall design this part, ii. Sub-Clause 4.1[Contractor's General Obligations] shall apply, and iii. If this change results in a reduction in the Contract value of this part, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. |
| No compensation for alterations in or restriction of works to be carried out | 9.4 | If, at any time after the commencement of the Works, the Procuring Entity shall, for any reason, whatsoever, not require the whole Works, thereof, as specified in the Contract, 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 payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works 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 Works, 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 Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion |

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| | | 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 Procuring Entity's 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. |
| Monthly Return of Extra Claims | 9.5.1 | To facilitate timely resolution of Contractor's claims due against the orders/ instructions of the Engineer-in-Charge, the Contractor shall submit every month along with the Intermediate Payment Claims, a comprehensive statement of claims raised by him for any work claimed as extra, up to the previous month and awaiting resolution by the Engineer-in-Charge and/ or Procuring Entity. Value of claims shall be based upon the rates and prices mentioned in the Contract or in the Schedule of Rates in force in the District/ Division/ Circle for the time being. The Engineer-in-Charge shall duly acknowledge it and proceed to act as per Sub-Clause 3.5 [Determinations]. He will communicate the resolution to the Contractor and also reasons for rejection to the Contractor's claims. 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. However, the Contractor shall continue performance on the Contract despite rejection of his claims by the Engineer-in-Charge. Such rejected claims may then be raised before the Dispute Resolution Board or the Arbitration Tribunal, as appropriate. |
| | 9.5.2 | The Contractor shall send to the Engineer-in-Charge once every three Months an up to date account giving complete details of all claims for additional payments to which the Contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter . |
| | 9.5.3 | Any operation or procedure incidental to or necessary to the execution of the Works has to be in contemplation of Bidder while submitting his Bid, whether or not, specifically indicated in the description of the item and the relevant Specifications, shall be deemed to be included in the rates quoted by the Bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations/ procedures. |

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| Provisional Sums | 9.6 | <p>Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer-in-charge's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer-in-charge shall have instructed. For each Provisional Sum, the Engineer-in-charge may instruct:</p> <ol style="list-style-type: none"> i. work to be executed (including Plant, Materials, labour or services to be supplied) by the Contractor and valued; and/ or ii. Plant, Materials or services to be procured by the Contractor from a Nominated Sub-Contractor as defined in Sub-Clause 5.2 [Nomination of Sub-Contractor] or otherwise; and for which there shall be included in the Contract Price: <ol style="list-style-type: none"> (a) the actual amounts paid (or due to be paid) by the Contractor, and (b) A sum for overhead charges, calculated at 10% percent of these actual amounts. <p>The amount of overheads (10%) shall be subject to tax liability as per law.</p> <p>The Contractor shall, when required by the Engineer-in-charge, produce invoices, vouchers and accounts or receipts in substantiation.</p> |
| Day Work | 9.7 | <p>For works of a minor or incidental nature, the Engineer-in-charge may instruct that a Variation shall be executed on a Day work basis. The work shall then be valued in accordance with the Day work Schedule included in the Contract, and the following procedure shall apply. If a Day work Schedule is not included in the Contract, this Sub-Clause shall not apply.</p> <p>Before ordering materials for the work, the Contractor shall submit quotations to the Engineer-in-charge. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Materials/ Equipment/ Plant/ Temporary Works.</p> <p>Except for any items for which the Day work Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer-in-charge accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:</p> <ol style="list-style-type: none"> i. the names, occupations, day wages and required time period of Contractor's Personnel, ii. the identification, type and time of Contractor's Equipment and Temporary Works, and iii. The quantities and types of Plant and Materials used. <p>One copy of each statement will, if correct, or when agreed, be signed by the Engineer-in-charge and returned to the Contractor. The Contractor shall then</p> |

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| | | submit priced statements of these resources to the Engineer-in-charge, prior to their inclusion in the next Statement under Sub-Clause 15.5 [Issue of Interim Payment Certificates]. |
| 10. Price Variation | | |
| Price Variation due to changes in the prices of labour, materials, bitumen, petroleum, cement and steel | 10.1 | <p>If, during the progress of the contract of value exceeding Rs. 50 lakh (accepted Contract Price minus cost of material supplied by the Procuring Entity), and where stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/ diesel and petrol/ cement/ steel incorporated in the Works (not being materials to be supplied by the Procuring Entity) and/ or wages of labour increases or decreases, as compared to the price and/ or wages prevailing at the date of opening of bids or date of negotiations for the Works, the amounts payable to Contractor for the Works shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the Procuring Entity)/ labour/ bitumen /diesel and petrol/ cement/ steel. 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 bids have been accepted, then prices on the date of opening of bids shall be considered for price adjustment.</p> <p>Increase or decrease in the cost of labour/ material/ diesel and petrol/ cement/ steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-</p> <p>(A) Labour</p> $V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(I_{L1} - I_{L0})}{I_{L0}}$ <p>Where,</p> <p>V_L = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for labour.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>I_{L0} = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which bids were opened/ negotiated (as published in Reserve Bank of India Journal/ Labour Bureau Simla, for the area).</p> <p>I_{L1} = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/ Labour Bureau Simla,</p> |

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| | | <p>for the area).</p> <p>P_L = Percentage of labour components.</p> <p>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 Sub-Clause.</p> <p>(B) Materials (excluding materials supplied by the Procuring Entity).</p> $V_M = 0.75 \times \frac{P_M}{100} \times R \times \frac{(L_{M1} - L_{M0})}{L_{M0}}$ <p>Where,</p> <p>V_M = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for materials.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>L_{M0} = The average wholesale price index (all commodities) for the quarter in which bids were opened/ negotiated (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).</p> <p>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> <p>P_M = Percentage of materials components (excluding materials supplied by the Procuring Entity).</p> <p>(C) Bitumen</p> $V_b = 0.85 \times \frac{P_b}{100} \times R \times \frac{(B_i - B_0)}{B_0}$ <p>Where,</p> <p>V_b = Increase or decrease in the cost of Works during the month under consideration due to changes in the rate for bitumen.</p> <p>R = The value of the Works done in rupees during the month under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>B_0 = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.</p> <p>B_i = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.</p> |
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| | <p>P_b = Percentage of bitumen components of the Works.]</p> <p>(D) Petroleum</p> $V_f = 0.75 \times \frac{P_f}{100} \times R \frac{(F_i - F_0)}{F_0}$ <p>Where,</p> <p>V_f = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for fuel and lubricants.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>F_0 = The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of bids/ negotiations.</p> <p>F_i = The average whole sale price Index of HSD for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.</p> <p>P_f = Percentage of fuel and lubricants components excluding fuel and lubricants supplied by the Procuring Entity (Specified in the sanctioned estimate for the Works).</p> <p>R = Total Works done during the quarter as prescribed under this Sub-Clause.</p> <p>Note: For application of this Sub-Clause price of HSD is chosen to indicate fuel and lubricants components.</p> <p>(E) Cement</p> $V_C = 0.75 \times \frac{P_C}{100} \times R \frac{(L_{C1} - L_{C0})}{L_{C0}}$ <p>Where,</p> <p>V_C = Increase or decrease in the cost of Works during the quarter under consideration due to change in the rates of cement.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of cement supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>L_{C0} = The average wholesale price index for the quarter in which bids were opened/ negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).</p> <p>L_{C1} = The average whole sale price Index for the quarter under consideration (as published by the Economic</p> |
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| | | <p>Adviser to Government of India, Ministry of Industries).</p> <p>P_C = Percentage of cement components (excluding cement supplied by the Procuring Entity).</p> <p>(F) Steel</p> $V_S = 0.75 \times \frac{P_S}{100} \times R \frac{(L_{S1} - L_{S0})}{L_{S0}}$ <p>Where,</p> <p>V_S = Increase or decrease in the cost of Works during the quarter under consideration due to change in the rates of steel.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of steel supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>L_{S0} = The average wholesale price index for the quarter in which bids were opened/ negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).</p> <p>L_{S1} = The average wholesale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).</p> <p>P_S = Percentage of steel components (excluding steel supplied by the Procuring Entity).</p> |
| <p>Price Variation in installation of elevators, supply/installation of Centrally Air Conditioning and Central Evaporating Cooling Works.</p> | <p>10.2</p> | <p>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 Sub-Clause based on the cost of raw materials/ components and labour cost as on the date of quotation/ bid, 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> $P = \frac{P_0}{100} \left[15 + 55 \frac{MP}{MP_0} + 15 \frac{MP}{W_0} + 15 \frac{W_0(D)}{W_0} \right]$ <p>Where,</p> <p>P = Price payable as adjusted in accordance with the above price variation formula.</p> <p>P_0 = Price quoted/ confirmed.</p> <p>MP_0 = Wholesale Price Index Number for Metal Products</p> |

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| | | <p>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.</p> <p>W_0 = 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.</p> <p>The above index number MP_0 & W_0 are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of bidding.</p> <p>MP = 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). 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.</p> <p>$W_0(D)$ = 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.</p> <p>$W_0(1)$ = 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 Works 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 Incharge which shall be final.</p> <p>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</p> |
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| | | <p>are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Sub-Clause, the final index figures shall apply.</p> <p>Note-2 The sole purpose of the 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.</p> <p>Note-3 The indices MP & Wo 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.</p> |
| General Conditions for admissibility of Price Variation | 10.3 | The General Conditions for admissibility of Price Variation are given in Appendix A to these General Conditions. |
| 11. Tests on completion | | |
| Contractor's obligations | 11.1 | <p>The Contractor shall carry out the Tests on Completion in accordance with the BIS/ IRC and other standard codes and Sub-Clause 7.9 [Testing], after providing the documents in accordance with the requirements for tests on completion.</p> <p>The Contractor shall give to the Engineer-in-charge not less than 15 Days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 7 Days after this date, on such day or Days as the Engineer-in-charge shall instruct.</p> <p>In considering the results of the Tests on Completion, the Engineer-in-charge shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certificate of the results of these Tests to the Engineer-in-charge.</p> |
| Delayed Tests | 11.2 | <p>If the Tests on Completion are being unduly delayed by the Engineer-in-charge, Sub-Clause 7.9.2 of 7.9 [Testing] shall be applicable.</p> <p>If the Tests on Completion are being unduly delayed by the Contractor, the Engineer-in-charge may by notice require the Contractor to carry out the Tests within 21 Days after receiving the notice. The Contractor shall carry out the Tests on such day or Days within that period as the Contractor may fix and of which he shall give notice to the Engineer-in-charge.</p> <p>If the Contractor fails to carry out the Tests on Completion within the period of 21 Days, the Procuring Entity's/ Engineer-in-Charge's Personnel may proceed</p> |

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| | | with the Tests at the field laboratory or at an outsourced laboratory at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate and binding on the Contractor. |
| Retesting | 11.3 | If the Works, or a Section, fails to pass the Tests on Completion, Sub-Clauses 7.13 [Rejection] and 11.4 [Failure to Pass Tests on Completion] shall apply, and the Engineer-In-Charge or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions. |
| Failure to Pass Tests on Completion | 11.4 | <p>If the Works, or a Section, fails to pass the Tests on Completion repeated under Sub-Clause 11.3 [Retesting], the Engineer-in-Charge shall be entitled to:</p> <ol style="list-style-type: none"> i. Order further repetition of Tests on Completion; ii. If failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as provided in Sub-paragraph (c) of Sub-Clause 13.6 [Failure to Remedy Defect]; or iii. Issue a Taking-Over Certificate, if the Procuring Entity so requires. <p>In the event of Sub-para iii, the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Procuring Entity as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Procuring Entity may require the reduction to be (i) agreed by the Contractor (in full satisfaction of this failure only) and paid before this Taking-Over certificate is issued, or (ii) determined and paid under Sub-Clause 3.5 [Determinations].</p> |
| 12. Taking over of the Works and Sections by Procuring Entity | | |
| Taking over of works. | 12.1 | <p>Except as stated in Sub-Clause 11.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (a) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.4 [Time for Completion] and except as allowed in sub-paragraph i. below, and (b) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p> <p>The Contractor may apply by notice to the Engineer-in-charge for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Contractor's opinion, be</p> |

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| | | <p>complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.</p> <p>The Engineer-in-charge shall, within 28 Days after receiving the Contractor's application:</p> <ol style="list-style-type: none"> i. issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section was completed in accordance with the Contract, except for any minor outstanding work and Defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these Defects are remedied); or ii. reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause. <p>If the Engineer-in-charge fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 Days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.</p> |
| <p>Taking over of Parts of the Works</p> | <p>12.2</p> | <p>The Engineer-in-charge may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.</p> <p>The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer-in-charge has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:</p> <ol style="list-style-type: none"> i. the part which is used shall be deemed to have been taken over as from the date on which it is used, ii. the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and iii. if requested by the Contractor, the Engineer-in-charge shall issue a Taking-Over Certificate for this part. <p>After the Engineer-in-charge has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.</p> <p>If the Contractor incurs Cost as a result of the Procuring</p> |

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| | | <p>Entity taking over and/ or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall:</p> <p>(a) give notice to the Engineer-in-charge, and (b) be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost.</p> <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the rate of delay damages under Sub-Clause 8.9 [Compensation/ Damages for Delay], and shall not affect the maximum amount of these damages.</p> |
| <p>Taking over if Tests on Completion suffer Interference</p> | <p>12.3</p> | <p>If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.</p> <p>The Engineer-in-charge shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer-in-charge shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ol style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-Charge shall</p> |

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| | | proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. |
| Surfaces Requiring Reinstatement | 12.4 | Except as otherwise states in a Taking Over Certificate, a Certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement. |
| 13. Defect Liability | | |
| Defect Liability Period | 13.1 | It is the period, as specified in the Contract data, after certified total completion or after a suspension (short or prolonged) or termination of the Works by the Engineer-in-Charge or the Contractor and handing over of the Works (including Sections or parts handed over earlier) to the Engineer-in-Charge, during which the Contractor is responsible for remedying/ repairing, restoring to the original condition any apparent, virtual or observed defects, deficiencies in the Works, or its performance. The Contractor shall have to repair & restore the defect/ deficiency after a notice issued by the Engineer-in-Charge, who will be free to get it remedied at the risk and cost of the Contractor besides other action being taken as per the Contract, if the Contractor does not get it remedied within the period specified in such notice. The attendances to normal wear and tear due to use by the Procuring Entity/ occupier, in respect of sections or parts taken over for the convenience of the Procuring Entity, shall not be treated as defect. |
| Completion of Outstanding Work and Remedying Defects. | 13.2 | In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall: <ul style="list-style-type: none"> i. complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer-in-charge, and ii. Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works. <p>If a Defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity. The Contractor is required to repair, rectify, the defects, restore the damages at his own cost with in the period indicated in the notice by the Procuring Entity. If the Contractors fails to do so, action as per Sub-Clause 13.3 shall be taken.</p> |
| Cost of Remedying Defects | 13.3 | All work referred to in Sub-Clause 13.2 above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to: |

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| | | <p>i. any design for which the Contractor is responsible,</p> <p>ii. Plant, Materials or workmanship not being in accordance with the Contract, or</p> <p>iii. Failure by the Contractor to comply with any other obligation.</p> <p>The cost to be debited shall be arrived at as under:</p> <p>(a.) Cost of remedial work (including taxes) as paid to other agency or debited to the contractor if the remedial action is taken up by the department/ organisation, plus</p> <p>(b.) A compensation of 15% , less</p> <p>(c.) Credit the cost of materials, hire charges of Contractor's plant and machinery if used in the remedial work.</p> <p>If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity and Sub-Clause 9 [Deviations, Variations and Adjustments] shall apply.</p> |
| Extension of Defects Notification Period | 13.4 | <p>The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of work (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect, deficiency or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.</p> <p>If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.10 [Suspension of Work] or Sub-Clause 17.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Sub-Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.</p> |
| Contractor liable for Damages done and for Imperfections | 13.5 | <p>If the Contractor or his personnel shall break, deface, injure or destroy any part of a building or any structure in which they may be working, or any building, road, fence, enclosure, water pipe, power/ telecom cables, drains, electric or telephone post or wires, trees, etc. or cultivated ground contiguous to the Site where the Works or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults or imperfection appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of Defect or improper Materials, procedures or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the</p> |

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| | | same to be made good by employing other workman/ agency and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Performance Security or the proceeds of sale thereof or a sufficient portion thereof. |
| Failure to remedy the defect | 13.6 | <p>If the Contractor fails to remedy any Defect, deficiency or damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the Defect, deficiency or damage is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>If the Contractor fails to remedy the Defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 13.3 [Cost of Remedying Defects], the Procuring Entity may (at his option):</p> <ol style="list-style-type: none"> i. carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or damage; ii. require the Engineer-in-charge to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or iii. If the Defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor. |
| Removal of Defective Work | 13.7 | <p>If the Defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are Defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement Cost of these items, or to provide other appropriate security.</p> |
| Further Tests | 13.8 | <p>If the work of remedying of any Defect or damage may affect the performance of the Works, the Engineer-in-charge may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 Days after the Defect or damage is</p> |

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| | | remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 13.3 [Cost of Remedying Defects], for the cost of the remedial work. |
| Contractor / Third Party Quality Inspection Agency to Search for the Cause of the Defect. | 13.9 | The Contractor or third party quality inspection agency shall, if required by the Engineer-in-charge, search for the cause of any Defect, under the direction of the Engineer-in-charge. Unless the Defect is to be remedied at the cost of the Contractor under Sub-Clause 13.3 [Cost of Remedying Defects], the cost of the search shall be agreed or determined by the Engineer-in-charge in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price or of the third party quality inspection agency. |
| Performance Certificate | 13.10 | Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer-in-charge has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Engineer-in-charge shall issue the Performance Certificate within 28 Days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any Defects. A copy of the Performance Certificate shall be issued to the Procuring Entity. Only the Performance Certificate shall be deemed to constitute acceptance of the Works. |
| Substantial Completion of Parts | 13.11 | If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer-in-charge may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of Works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during Defect Liability Period. |
| Unfulfilled Obligations | 13.12 | After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force. |
| Right to Access | 13.13 | Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Sub- |

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| | | Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions. |
| Clearance of Site | 13.14 | <p>Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.</p> <p>If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.</p> <p>Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.</p> |
| 14. Measurement and Evaluation. (In case of Lump Sum Contract measurement of only additions and alterations shall be taken) | | |
| Measurement of Work Done | 14.1 | <p>Whenever the Engineer-in-charge requires any part of the Works to be measured/ re-measured, reasonable notice shall be given to the Contractor's Representative, who shall:</p> <ol style="list-style-type: none"> i. promptly either attend or send another qualified representative to assist the Engineer-in-charge in taking/ verifying the measurement, and ii. Supply any particulars requested by the Engineer-in-charge for his satisfaction of the measurements. <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf) of the Engineer-in-charge shall be accepted as accurate.</p> |
| Method of measurement. | 14.2.1 | <p>The measurements (as per IS 1200) of the executed and acceptable work shall be recorded once in a month by the representative of the Engineer-in-Charge and the Contractor or his representative jointly and shall be signed by the Contractor in acceptance. The Engineer-in-Charge shall, except as otherwise provided, shall check, ascertain and determine measurement and the value of the work done in accordance with the Contract. The Procuring Entity reserves to itself the right to prescribe a scale of check measurements of work, in general, or a specific scale for specific works or by other special orders (about which the decision of the Procuring Entity shall be final). Checking of measurement by a superior officer shall supersede the measurements taken by the subordinate officers and the former will become the basis of the payment. Any excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the Defect Liability Period specified</p> |

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| | | <p>elsewhere in this Contract, shall be recoverable from the Contractor as any other dues payable to the Procuring Entity.</p> <p>The Contractor shall, without extra charge, provided all necessary assistance with labour and equipment necessary for measurements and recording levels.</p> <p>If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p> |
| | 14.2.2 | <p>All measurement of all items having financial value shall be recorded in Measurement Book or MS Excel file and printed out in two copies. The original shall be treated as the Measurement book. Such files in original shall be mailed to the Engineer-in-Charge and shall be saved with a dedicated password. Other data like initial field levels or survey field books or findings of the geo tech investigations shall be similarly recorded and protected so that a complete record is obtained of all works performed under the Contract.</p> |
| | 14.2.3 | <p>If for any reason the Contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-charge or his representative, the Engineer-in-Charge and the Department/ Organisation shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) Days in advance or fails to countersign or to record objection within seven days from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to have been accepted by the Contractor.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken of the net actual quantities in accordance with the procedure set forth in the Bill of Quantities and IS 1200 notwithstanding any general or local practice.</p> <p>The Contractor shall give not less than seven Day's notice to the Engineer-in-Charge or his authorized representative in charge of the Works before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the Works who shall within the aforesaid period of seven Days inspect the work,</p> |

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| | | <p>and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, for the due measurement or in default thereof no payment or allowance shall be made for such works or the materials with which the same was executed. The covering shall then be restored by the Contractor at his cost.</p> <p>Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Department/ Organisation to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this Contract that recording of measurements of any item of work in the measurement sheets/ Measurement book and/ or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the Contractor from liabilities from any other measurement, Defects noticed till completion of the Defects liability period.</p> |
| Omissions | 14.3 | <p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:</p> <ol style="list-style-type: none"> i. the Contractor will incur (or has incurred) Cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount; ii. the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and iii. this Cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Engineer-in-charge accordingly, with supporting particulars. Upon receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost, which shall be included in the Contract Price. |
| 15. Contract Price, Payment and Lien | | |
| Contract price | 15.1 | <p>Unless otherwise stated in the Particular Conditions:</p> <ol style="list-style-type: none"> i. the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract; ii. the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs except as stated in Sub-Clause 15.21 |

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| | | <p>[Adjustments for Changes in Legislation] or Price adjustment;</p> <p>iii. any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:</p> <p>(a) of the Works which the Contractor is required to execute, or</p> <p>(b) for the purposes of Sub-Clause 11 [Measurement and Evaluation]; and</p> <p>iv. the Contractor shall submit to the Engineer-in-charge, within 28 Days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer-in-charge may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.</p> |
| Lump sum provisions in Estimate/ Contract | 15.2 | <p>When the estimate includes lump sum provisions primarily in respect of parts of work/ items whose specifications and costs are not known at the time of framing the Estimate, and if a bid is to be invited on such an estimate, such lump sum shall be excluded from the bid.</p> <p>Subsequently, when the specifications and costs of such items are known, their execution, if to be completed concurrently with the Contract, shall either be done as a variation item or on market rates (without bid premium) of the Contract. Such variation should be approved by the competent authority and then the Contractor shall be entitled to payment in respect of such items of work, or separate bids shall be invited for the work to be executed concurrently with the present Contract.</p> |
| Schedule of Payments (in case of Lump Sum Contract payments shall be linked to various stages of completion of Works given in the Activity Schedule) | 15.3 | <p>The schedule of payments shall be as included in the Contract. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 28 Days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works. The percentage quoted in the Bid and accepted in the Contract will be deducted/added from/to the gross amount of the bill.</p> |
| Application for Interim Payment Certificates (Running Account Bills) | 15.4 | <p>The Contractor shall submit a Statement in required number of copies to the Engineer-in-Charge after the end of each month, in a form approved by the Engineer-in-Charge, showing in detail the amounts to which the Contractor considers himself to be entitled on the basis of measurement (or Activity Schedule in case of Lump sum Contract) and advance payment, secured advance, deductions, etc. as applicable, together with supporting documents which shall</p> |

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| | | include the report on the progress during this month in accordance with Sub-Clause 4.20 [Progress Reports]. |
| Issue of Interim Payment Certificates | 15.5 | <p>No amount will be certified or paid until the Procuring Entity has received and accepted the Performance Security. Thereafter, the Engineer-in-charge shall, within 28 Days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer-in-charge fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer-in-charge on the Statement, if any.</p> <p>However, prior to issuing the Taking Over Certificate for the Works, the Engineer-in-charge shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificate (if any) stated in the Contract Data. In this event, the Engineer-in-charge shall give notice to the Contractor accordingly.</p> <p>An Interim Payment Certificate shall not be withheld for any other reason, although:</p> <ol style="list-style-type: none"> i. if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or ii. if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer-in-charge, the value of this work or obligation may be withheld until the work or obligation has been performed. <p>The Engineer-in-charge may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer-in-charge's acceptance, approval, consent or satisfaction.</p> |
| Payment of an Interim Payment Certificate | 15.6.1 | 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 or check 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 thirty days from the presentation for the bill. If the contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in- |

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| | | charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book or sheet 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. |
| Payment at Part Rates | 15.6.2 | The rates for several items of works may be paid in part rates provisionally in running bills in proportion to the quantum of items executed as per specifications at the discretion of the Engineer-in-charge. The deferred payment, will however, be released after the successful completion of the item of work. In case of item rates, if the rate quoted for certain items is very high in comparison to the average/overall bid value over the estimated cost of the work, the payment at running stages shall not be made until an appropriate additional performance security for items for which rates have been quoted high, has been submitted by the Contractor. This security shall be refunded at the final stage of completion. |
| Payment at Reduced Rates | 15.6.3 | In case certain item of the Works has not been executed as per specifications, design, drawings and the specified durability and the Engineer-in-Charge is not convinced to accept the item of Works at the full rate applicable under the Contract, may accept such item at a reduced rate (in proportion to the designed and executed capability and or the designed and assessed service life of the structure and its components) with a minimum reduction of 25% of the full rate during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the whole Works. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor. |
| Recovery of Cost of Water and Electricity consumed by the Contractor | 15.6.4 | The cost of all water connections necessary for the execution of Works, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically provided in the Contract Data. |
| Recovery of materials issued and hire charges of Machinery and Equipment, etc. | 15.6.5 | Recoveries on account of materials issued to the Contractor by the Procuring Entity, Machinery and Equipment lent on hire, advance payment, secured advance, etc. or on any other account, and dues shall be made from each payment certificate from the Contractor as per conditions of this Contract. |
| Payment on Intermediate Certificate to | 15.7 | All interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or |

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| be regarded as Advances | | unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or Materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or Materials to which it relates is/are in accordance with the Contract and Specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract. |
| Application for issue of final completion certificate | 15.8 | The Contractor shall apply to the Engineer-in-Charge for issue of the Final Completion Certificate at least 45 days in advance of the likely date of full/ satisfactory completion. The Engineer-in-Charge during this period shall review and finalise the requirements of work to qualify as final completion with respect to the third party quality inspection agency reports, if any. The Final completion certificate shall be issued within 30 days of its becoming due as per notice. |
| issue of final completion certificate | 15.9 | After the Contractor has rectified all deficiencies pointed out by the Engineer-in-Charge in the final payment documents, and complied to all observations of the Third Party Quality Inspection Agency and the Independent Engineer to the entire satisfaction of the Engineer-in-Charge, the Contractor shall apply to the Engineer-in-Charge releasing the final payment as per final statement and also issue a final payment certificate. The Engineer-in-Charge shall proceed to issue the final payment certificate after reviewing all tests on completion, determinations, as built design and drawings, and other compliances required under the Contract. |
| Final Statement of payments | 15.10 | Within 28 Days after receiving the Taking Over Certificate for the Works, the Contractor shall submit to the Engineer-in-charge, six copies of a draft final statement with as built drawings (with two soft copies also) and all other supporting documents showing in detail in a form approved by the Engineer-in-charge the value of all work done in accordance with the Contract, and any further sums which the Contractor considers to be due to him under the Contract or otherwise. If the Engineer-in-charge disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer-in-charge may reasonably require within 28 Days from receipt of said draft and shall make such changes in the draft as may be |

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| | | <p>agreed between them. The Contractor shall then prepare and submit to the Engineer-in-charge the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".</p> <p>However if, following discussions between the Engineer-in-charge and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer-in-charge shall deliver to the Procuring Entity's competent authority (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement.</p> |
| Discharge | 15.11 | <p>When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contract or under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.</p> |
| Payment of Final Bill | 15.12 | <p>The final value of the acceptable works done, less payments already received, value of claims raised and paid, value of claims not paid along with Interim Payment Certificates, final statement of price escalation due and paid, etc. shall be submitted by the Contractor along with the Final Bill. The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three Months of physical completion of the work or within one month of the date of the final certificate of completion issued by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.</p> <p>Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within a period of 90 days, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with accounts of advances, Materials issued, Machinery & Equipment lent on hire by the Procuring Entity, dismantled Materials, etc.</p> |
| Recovery of cost of preparation of the bill | 15.13 | <p>In case the Contractor does not submit the bill within the time fixed, the Engineer-in-charge may prepare the bill as per provision of Sub-Clause 15.6.1 [Payment of an Interim Payment Certificate] but a deduction @ 0.5 % of the amount of such a bill shall be made and credited to the general revenue account of the Department/ Organisation on account of preparation of the bill.</p> <p>The Contractor shall submit all bills on the printed forms, to</p> |

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| | | 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 Contract or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the Contract, at the rates approved for such work. |
| Payment of Contractor's Bills to Banks | 15.14 | <p>Payments due to the Contractor may, if so desired by him, be made to his Bank instead of direct to him provided that the Contractor furnishes to the Engineer-in-Charge (i) the account number with name and address of branch of the Bank, (ii) 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 (iii) his own acceptance of the correctness of the amount made out as being due to him by Procuring Entity or his signature on the bill or other claim preferred against Procuring Entity before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such copy of Banks statement shall constitute a full and sufficient discharge for the payment, the Contractor shall also acknowledge with a receipt. Wherever possible the Contractor shall present his bills duly receipted and discharges through his Bankers. Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis.-a-vis. the Procuring Entity/ Governor of Rajasthan.</p> |
| Advance Payments | 15.15 | <p>If provided in the SCC/ Contract Data, the Procuring Entity shall make an advance payment on simple interest (rate as specified in SCC) as an mobilization for the Works, when the Contractor submits a Bank Guarantee of an equal amount from a Scheduled Bank in India. The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.</p> <p>Unless and until the Procuring Entity receives this Bank Guarantee and got confirmed from the issuing Bank, or if the provision of advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.</p> <p>Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer-in-charge in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates], as follows</p> <ol style="list-style-type: none"> i. deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount less Provisional Sums; and ii. deductions shall be made at the amortisation rate stated |

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| | | <p>in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Sub-Clause 16.1 [Termination by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due to the Procuring Entity.</p> |
| <p>Secured Advance on Non-Perishable Materials</p> <p><i>(Not applicable in case of Lump Sum Contract)</i></p> | 15.16 | <p>The Contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, may be paid during the progress of the execution of the work, up to 75% of the assessed value of any Materials which have been actually brought at the Site and which, in the opinion of the Engineer-in-charge, are non-perishable, non-fragile and non-combustible and will be consumed in the Works within next three months in accordance with the construction programme and the Contract provided that they are adequately stored and/ or protected against damage by weather or other causes but which have not, at the time of granting advance, been incorporated in the Works. When Materials on account of which advance has been made under this Sub-Clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the Sub-Clauses of this Contract.</p> |
| <p>Ensuring Payment and Amenities to Workers if Contractor fails to pay</p> | 15.17 | <p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, any applicable Labour Laws, the Procuring Entity is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the Works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Laws or under the P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, the Procuring Entity shall recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Procuring Entity under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour</p> |

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| | | (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the Performance Security or from any sum due by the Procuring Entity to the Contractor whether under this Contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Procuring Entity full security for all costs for which the Procuring Entity might become liable in contesting such claim. |
| Withholding and lien in respect of sums due from Contractor | 15.18 | i. Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Performance Security, if any, deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the Performance Security furnished, if any and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge or the Government or any Contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration Sub-Clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this Sub-Clause, where the Contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to |

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| | | <p>retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>ii. The Procuring Entity shall have the right to cause an audit and technical examination of the Works and the final bills of the Contractor including all supporting vouchers, abstract etc., to be made within two 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 overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Procuring Entity to recover the same from him in the manner prescribed or in any other manner legally permissible; and if 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 Procuring Entity to the Contractor, without any interest thereon whatsoever.</p> |
| Lien in respect of claims in other Contracts | 15.19 | <p>Any sum of money due and payable to the Contractor (including the Performance Security returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other Contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-Charge or the Government or such person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Engineer-in-Charge or the Government or with such person or persons.</p> <p>It is an agreed term of the Contract that the sum of money so withheld or retained under this Sub-Clause by the Engineer-in- Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration Sub-Clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Sub-Clause and duly notified as such to the Contractor.</p> |
| Levy or Taxes payable by | 15.20 | <p>i. VAT/ Sales Tax , service tax or any other taxes and duties on Materials, works or services in respect of</p> |

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| Contractor | | <p>this Contract shall be payable by the Contractor according to Law in effect.</p> <p>ii. The Contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand, chips, bajri, stone, kankar, etc. from local authorities. The liability, if any, on account of quarry fees, royalties, octroi and other taxes and duties in respect of materials actually consumed on the Works, shall be borne by the Contractor.</p> <p>iii. If pursuant to or under any Law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the Contractor to the State Government/ Local authorities in respect of any Material used by the Contractor in the Works then in such a case, it shall be Lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Contractor.</p> <p>iv. In respect of goods and Materials procured by the Contractor, for use in Works under the Contract, VAT will be paid by the Contractor himself but in respect of such goods manufactured and supplied by the Contractor and Works executed under the contract, the responsibility of payment of VAT shall be that of the Procuring Entity.</p> |
| Adjustments for changes in Legislation | 15.21 | <p>i All the bid rates shall be inclusive of all taxes and levies payable under respective statutes, However if any further tax or levy is imposed by Statute, after the Base Date and the Contractor thereupon necessarily and properly pays such taxes/ levies the Contractor shall be reimbursed the amount so paid, provided such payments, if it any, is not, in the opinion of the Procuring Entity (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.</p> <p>ii The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Procuring Entity and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.</p> <p>iii The Contractor shall, within a period of 30 Days of the imposition of any such further tax or levy, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p> <p>This Sub-Clause shall not be applicable if the effect of</p> |

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| | | changes in legislation has been included in price variation formulae in Clause 10 [Price Variation]. |
| Pre Check and Post Check of Bills | 15.22 | The Government/ Procuring Entity shall have a right to provide a system of pre check of Contractor's bills by a specified organization and payment by an Accounts Organisation as the Government/ Procuring Entity may in its absolute discretion decide. Any overpayments detected as a result of such pre check or post check of Contractor's bills can be recovered from the Contractor's bills and the Contractor will refund such excess payments. |
| 16. Termination of Contract by Procuring Entity | | |
| Termination by Procuring Entity | 16.1 | <p>Subject to the other provisions contained in this Sub-Clause the Engineer-in-charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise and whether the date of completion has or has not elapsed by a notice of reasonable period in writing absolutely determine the Contract in any of the following cases:</p> <ul style="list-style-type: none"> 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 an inefficient or otherwise improper or un-workmanlike manner, or by workers who do not understand the instructions of the Engineer-in-Charge, or do not execute the work as per specifications or in contravention of the advice of the third party quality inspections agency about the quality of works, if any, shall omit to comply with the requirement of such notice for a period of fifteen Days thereof. 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 the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order. iii If the Contractor has, without reasonable cause, suspended the progress of the Works for a continuous period of 30 days, or has failed to proceed with the Works with due diligence so that, in the reasoned opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the Works by the stipulated date of completion and continues to do so after a notice in writing of fifteen Days from the Engineer-in-Charge. iv If the Contractor fails to complete the Works within |

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| | | <p>the stipulated time or spans of the Works with individual date of completion, if any stipulated, on or before such date(s) of completion and or fails to achieve two continuous mile stones, does not complete them within the period specified in a notice given in writing on that behalf by the Engineer-in-Charge.</p> <p>v If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within fifteen Days after a notice in writing is given to him on that behalf by the Engineer-in-charge.</p> <p>vi If the Contractor sublets the Works or a part of Works without specific permission of the Procuring Entity/ Engineer-in-charge.</p> <p>vii If the Contractor has not been commenced the Works by the Commencement Date or within 1/8th of the stipulated time for completion subject to a maximum of 45 Days, whichever is earlier.</p> <p>When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Procuring Entity shall have the powers:</p> <p>(a) To determine or rescind the Contract as aforesaid (of which a 28 days termination or rescission notice in writing to the Contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Bid Security and Performance Security under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Procuring Entity.</p> <p>(b) To employ labour paid by the Procuring Entity and to supply materials to carry out the Works or any part of the Works, 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 has been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-Charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub Sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Procuring Entity are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to</p> |
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| | | <p>the Contractor.</p> <p>(c) After giving notice specifying the date and time to the Contractor to measure up the acceptable (executed as per design, drawings and specifications) work of the Contractor at Site and to take such part thereof, as shall be unacceptable 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 the Procuring Entity under this Contract or any other account, whatsoever, or from his Bid Security, Performance Security or the Enlistment Security or the proceeds of sale thereof, or a sufficient part thereof as the case may be.</p> <p>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 Works or the performance of the Contract.</p> <p>In case action is taken under any of the aforesaid provisions, 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 value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p> |
| <p>Contractor liable to pay compensation even if action not taken under Sub-Clause 16.1 above</p> | <p>16.2</p> | <p>i In any case in which the powers conferred upon the Engineer- in-Charge by Sub-Clause 16.1 [Termination by Procuring Entity] shall have become exercisable and the same are not exercised, the non-exercise of such powers shall not constitute a waiver of any of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.</p> <p>ii In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding Sub-Clause 16.1, he may, if he so desires, after giving a notice in writing to the Contractor, take possession of all or any tools, plants, materials and stores, in or upon the Works or the Site, thereof or</p> |

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| | | <p>belonging to the Contractor or procured by him and intended to be used for execution of the Works or any part thereof, paying or allowing for the same in account, at the Contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-Charge may, by notice in writing to the Contractor or his authorized agent, require him to remove such tools, plants, 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 such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects, and the certificate of the Engineer-in-Charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.</p> |
| Valuation at the date of termination: | 16.3 | <p>As soon as practicable after a notice of termination under Sub-Clause 16.1 has taken effect, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.</p> |
| Payment after Termination | 16.4 | <p>After a notice of termination under Sub-Clause 16.1 has taken effect, the Procuring Entity may:</p> <ul style="list-style-type: none"> i proceed in accordance with Sub-Clause 3.5 [Procuring Entity's Claims], ii withhold further payments to the Contractor until the Costs of execution, completion and remedying of any Defects, damages for delay in completion (if any), and all other Costs incurred by the Procuring Entity, have been established, and iii recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 16.3. After recovering any such losses, damages and extra Costs, the Procuring Entity shall pay balance to the Contractor, if any. |
| Procuring Entity's Entitlement to Termination for Convenience | 16.5 | <p>If, at any time after the commencement of the Works, the Government/ Procuring Entity shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the Contract, 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 payment or compensation, whatsoever, on account of any profit or</p> |

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| | | <p>advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works 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 Works, 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 Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works 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.</p> |
| <p>Corrupt, Fraudulent, Collusive or Coercive Practices</p> | <p>16.6</p> | <p>If the Procuring Entity determines that the Contractor, his Sub-Contractors or any of their personnel has breached the Code of Integrity prescribed in the Act, the Rules, or the Instructions to Bidders [Section I of the Bidding Document] or has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 Days notice to the Contractor:</p> <ul style="list-style-type: none"> i terminate the Contract and expel him from the Site, ii forfeit or encash performance security and any other security or bond relating to this Contract, iii recover the payments made under the Contract along with interest thereon at bank rate, iv recover compensation for loss incurred due to termination of the Contract including excess expenditure, if any incurred in getting the remaining work executed from other agency under Sub-Clause 16.1. <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> i “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution; ii “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract; iii “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; iv “Coercive practice” means harming or threatening to |

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| | | <p>harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.</p> <p>Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the Works then that employee shall be removed in accordance with Sub-Clause 6.11 [Contractor's Personnel].</p> |
| Termination of Contract on death of Contractor | 16.7 | Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Procuring Entity shall have the option of terminating the Contract without compensation to the Contractor after the affidavit of his/their legal heir/heirs that they are not in a position to complete the work as Contracted or are not going to be in this profession in future. |
| 17. Suspension of Works and Termination by the Contractor | | |
| Contractor's Entitlement to Suspend Work | 17.1 | <p>If the Engineer-in-charge fails to certify an Interim Payment Certificate in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates] or fails to make a payment of an Interim Payment Certificate within time period specified in accordance with Sub-Clause 15.6 [Payment of an Interim Payment Certificate], the Contractor may, after giving not less than 21 Days' notice to the Procuring Entity, suspend work (or reduce the rate of progress of work) unless and until the Contractor has received the Payment Certificate or payment, as the case may be as described in the notice.</p> <p>If the Contractor subsequently receives such Payment Certificate or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of suspending the Works (or reducing the rate of progress of the Works) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> |
| Termination by Contractor | 17.2 | <p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> i the Contractor does not receive the amount due |

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| | | <p>under an Interim Payment Certificate within 28 Days after the expiry of the time stated in Sub-Clause 15.6 [Payment of an Interim Payment Certificate] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims], or</p> <p>ii the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/ or the ability of the Contractor to perform the Contract, or</p> <p>iii a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.13 [Prolonged Suspension], or</p> <p>iv the Contractor does not receive the Engineer-in-charge's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.3 [Commencement of Works].</p> <p>In any of these events or circumstances, the Contractor may, upon giving 28 Days' reasoned notice to the Procuring Entity, terminate the Contract.</p> |
| Cessation of Work and Removal of Contractor's Equipment | 17.3 | <p>After a notice of termination under Sub-Clause 16 [Termination of Contract by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19.6. [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <p>i cease all further work, except for such work as may have been instructed by the Engineer-in-charge for the protection of life or property or for the safety of the Works,</p> <p>ii hand over Contractor's Documents, as built drawings, Plant, Materials and other work, for which the Contractor has received payment, and</p> <p>iii remove all other Goods from the Site, except as necessary for safety, and leave the Site.</p> |
| Payment on Termination | 17.4 | <p>After a notice of termination under Sub-Clause 17.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly pay the Contractor in accordance with Sub-Clause 19.6. [Optional Termination, Payment and Release].</p> |
| 18. Risk and responsibilities | | |
| Indemnities | 18.1 | <p>The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>i bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of</p> |

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| | | <p>or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any Defects, unless attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and</p> <p>ii damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any Defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</p> |
| Contractor's Care of the Works | 18.2.1 | <p>The Contractor shall take full responsibility for the care of the Works and materials and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Clause 12 [Taking Over of the Works and Sections by Procuring Entity] for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity. After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.</p> <p>If any loss or damage happens to the Works, Materials or Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks], the Contractor shall rectify/ reimburse the loss or damage at the Contractor's risk and Cost, so that the Works, Materials or Goods or Contractor's Documents conform with the Contract.</p> <p>The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.</p> |
| | 18.2.2 | 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 |

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| | | than the excepted risks are the responsibility of the Contractor. |
| Procuring Entity's Risks. | 18.3 | <p>The risks referred to in Sub-Clause 18.4 [Consequences of Procuring Entity's Risks] below, insofar as they directly affect the execution of the Works, are:</p> <ul style="list-style-type: none"> i war, hostilities (whether war be declared or not), invasion, act of foreign enemies, ii rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, iii riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, iv munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, v pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, vi use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract, vii design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and viii Any operation of the forces of nature which is Unforeseeable or against which an experienced Contractor could not reasonably have been expected to have taken adequate preventive precautions. |
| Consequences of Procuring Entity's Risks | 18.4 | <p>If and to the extent that any of the risks listed in Sub-Clause 18.3 above results in loss or damage to the Works, materials or Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer-in-charge and shall rectify this loss or damage to the extent required by the Engineer-in-charge.</p> <p>If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer-in-charge and shall be entitled subject to Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i An extension of time for any such delay, if completion is or will be delayed, under Clause 8.6 [Extension of Time for Completion], and ii payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Clause 3.5 [Determinations] to agree or determine these matters.</p> |

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| Intellectual and Industrial Property Rights | 18.5 | <p>In this Sub-Clause, “infringement” means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and “claim” means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>Whenever a Party does not give notice to the other Party of any claim within 28 Days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.</p> <p>The Contractor shall fully indemnify and keep indemnified the Procuring Entity and the State Government 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. The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.</p> <p>The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <ul style="list-style-type: none"> i an unavoidable result of the Contractor’s compliance with the Contract, or ii a result of any Works being used by the Procuring Entity: <ul style="list-style-type: none"> (a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (b) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract <p>If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its Cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and Cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p> |
| Limitation of Liability | 18.6 | <p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.9 [Compensation/ Damages for Delay]; Sub-Clause 13.3</p> |

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| | | <p>[Cost of Remedying Defects]; Sub-Clause 16.4 [Payment after Termination]; Sub-Clause 17.4 [Payment on Termination]; Sub-Clause 18.1 [Indemnities]; Sub-Clause 18.2 [Contractor's Care of the Works], Sub-Clause 18.4 [Consequences of Procuring Entity's Risks] and Sub-Clause 18.5. [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract shall not exceed twice the Accepted Contract Amount. This amount does not include charges, if any, for consumption of Electricity, Water and Gas provided by the Procuring Entity under Sub-Clause 4.18 [Electricity, Water and Gas], and use of Procuring Entity's Equipment and Materials under Sub-Clause 4.19 [Procuring Entity's Equipment and Issue of Materials].</p> <p>This Sub-Clause shall not limit liability of the Contractor in any case of fraud, deliberate default or reckless misconduct by the Contractor or Sub-Contractors or their personnel or offences under any other Law for the time being in force.</p> |
| Use of Procuring Entity's Accommodation/ Facilities | 18.7 | <p>The Contractor shall take full responsibility for the care of the accommodation and facilities, if any, provided by the Procuring Entity as detailed in the Specifications, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer-in-Charge.</p> |
| 19. Force Majeure | | |
| Definition of Force Majeure | 19.1 | <p>In this Sub-Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ol style="list-style-type: none"> i. which is beyond a Party's control, ii. which such Party could not reasonably have provided against before entering into the Contract, iii. which, having arisen, such Party could not reasonably have avoided or overcome, and iv. which is not substantially attributable to the other Party. <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:</p> <ol style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, |

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| | | <p>(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,</p> <p>(d) munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and</p> <p>(e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p> |
| Notice of Force Majeure | 19.2 | <p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p> |
| Duty to Minimize Delay | 19.3 | <p>Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p> |
| Consequences of Force Majeure | 19.4 | <p>If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. if the event or circumstance is of the kind described in Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (a) to (e), occurs in the Country, payment of any such Cost incurred rectifying or replacing the Works and/ or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment]. <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> |

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| Force Majeure Affecting Subcontractor | 19.5 | If any Subcontractor is entitled under any Contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Sub-Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Sub-Clause. |
| Optional Termination, Payment and Release | 19.6 | <p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 17.3 [Cessation of Works and Removal of Contractor's Equipment].</p> <p>Upon such termination, the Engineer-in-charge shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <ul style="list-style-type: none"> i the amounts payable for any acceptable work carried out for which a price is stated in the Contract; ii the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal; iii other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works; iv the Cost of removal of Temporary Works and Contractor's Equipment from the Site. |
| Release from Performance | 19.7 | <p>Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their Contractual obligations or which, under the Law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:</p> <ul style="list-style-type: none"> i The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and ii the sum payable by the Procuring Entity to the Contractor shall be the same as would have been |

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| | | payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6. |
| 20. Insurance | | |
| General Requirements for Insurance | 20.1 | <p>In this Sub-Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.</p> <p>Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause.</p> <p>Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause.</p> <p>If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Sub-Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity’s Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.</p> <p>Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.</p> <p>The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:</p> <ul style="list-style-type: none"> i evidence that the insurances described in this Sub-Clause have been effected, and ii copies of the policies for the insurances described in Sub-Clause 20.2 [Insurance for Works and Contractor’s Equipment] and Sub-Clause 20.3 [Insurance against Injury to Persons and Damage to Property]. |

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| | | <p>When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer-in-charge.</p> <p>Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Sub-Clause.</p> <p>Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p> <p>If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p> <p>Nothing in this Sub-Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/ or the Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.</p> <p>Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 21.2 [Contractor's Claims], as applicable.</p> |
| <p>Insurance for Works and Contractor's Equipment</p> | <p>20.2</p> | <p>The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement Cost including the Costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under Sub-Clause 20.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising</p> |

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| | | <p>from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations including those under Clause 13 [Defect Liability].</p> <p>The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:</p> <ul style="list-style-type: none"> i shall be effected and maintained by the Contractor as insuring Party, ii shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the Costs of rectifying the loss or damage, iii shall be extended to cover liability for all loss and damage from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks], iv shall also cover, to the extent specifically required in the Contract Data, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in Sub-Clause 18.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, and v may however exclude loss of, damage to, and reinstatement of: <ul style="list-style-type: none"> (a) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub- paragraph (b) below), (b) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, material or workmanship, and (c) A part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage. |
| <p>Insurance against Injury to Persons and Damage to Property</p> | <p>20.3</p> | <p>The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 20.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's</p> |

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| | | <p>performance of the Contract and occurring before the issue of the Performance Certificate.</p> <p>This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data with no limit on the number of occurrences.</p> <p>Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:</p> <ul style="list-style-type: none"> i shall be effected and maintained by the Contractor as insuring Party, ii shall be in the joint names of the Parties, iii shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment] arising out of the Contractor's performance of the Contract, and iv may however exclude liability to the extent that it arises from: <ul style="list-style-type: none"> (a) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (b) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any Defects, and (c) a cause listed in Sub-Clause 18.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms. |
| Insurance for Contractor's Personnel | 20.4 | <p>The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.</p> <p>The insurance shall cover the Procuring Entity and the Engineer-in-charge against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.</p> <p>The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Sub-Clause.</p> |
| 21. Claims, disputes and Arbitration | | |
| Recovery | 21.1.1 | Any amount inadvertently paid as not due to the Contractor shall be treated as acknowledged recovery/ or debt due |

| | | |
|----------------------------|---------------|--|
| | | from the Contractor. The Contractor shall immediately inform the Engineer-in-charge about such amount and offer to reimburse immediately to the Engineer-in-charge. |
| | 21.1.2 | Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Procuring Entity shall be entitled to recover such a sum by appropriating, in part or whole of the Performance Security, or enlistment deposit of the Contractor. In the event of the Performance Security and enlistment deposit being insufficient or if no Performance 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 Contract or other Contracts with the Procuring Entity. Should these sums not be sufficient to cover the full amount recoverable, the balance remaining due shall be recovered from the Contractor as arrears of land revenue under Section 53 of the Act. |
| Contractor's Claims | 21.2 | <p>If the Contractor considers himself to be entitled to any extension of the Time for Completion and/ or any additional payment, under any Sub-Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer-in-charge, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, but not later than 28 Days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>If the Contractor fails to give notice of a claim within such period of 28 Days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p> <p>The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim included in the claim, either on the Site or at another location acceptable to the Engineer-in-charge. Without admitting the Procuring Entity's liability, the Engineer-in-charge may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer-in-charge to inspect all these records, and shall (if instructed) submit copies to the Engineer-in-charge.</p> <p>Within 42 Days after the Contractor became aware (or should have become aware) of the event or circumstance</p> |

| | | |
|--|--|--|
| | | <p>giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge, the Contractor shall send to the Engineer-in-charge a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ol style="list-style-type: none"> i. this fully detailed claim shall be considered as interim; ii. the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer-in-charge may reasonably require; and iii. the Contractor shall send a final claim within 28 Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge. <p>Within 42 Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer-in-charge and approved by the Contractor, the Engineer-in-charge shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p> <p>Within the above defined period of 42 Days, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.6 [Extension of Time for Completion], and/ or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>If the Engineer-in-charge does not respond within the timeframe defined in this Sub-Clause, the matter may be brought to the attention of the Procuring Entity by the Contractor within 15 days (beyond the initial period of 42 days) for timely intervention. If the Contractor is not satisfied with the decision of the Engineer-in-charge/ Procuring Entity, the Parties may refer the dispute to the Dispute Resolution Board in accordance with Sub-Clause 21.3 [Dispute Resolution].</p> |
|--|--|--|

| | | |
|---------------------------|---------------|--|
| | | The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause. |
| Dispute Resolution | 21.3.1 | The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Appendix B. |
| | 21.3.2 | The disputes which remain unresolved by the Dispute Resolution Board may be referred by either Party to Arbitration. |

APPENDIX A

General Conditions for admissibility of Escalation

1. The exact percentage of labour/ material (excluding materials to be supplied by the Procuring Entity)/ bitumen/ diesel and petrol/ cement/ steel component for the Works shall be approved by the authority while sanctioning the detailed Estimates.
2. The breakup of components of labour/ materials (excluding materials to be supplied by the Procuring Entity)/ bitumen/ diesel and petrol/ cement/ steel as indicated in this Clause have been pre-determined as below:-

| | | |
|-----|-------------------------|--------------|
| (a) | Labour ----- | 30 percent |
| (b) | Material ----- | 50 percent |
| (c) | Bitumen ----- | 01 percent |
| (d) | Diesel and Petrol ----- | 01 percent |
| (e) | Cement ----- | 12 percent |
| (f) | Steel ----- | 06 percent |
| | Total----- | 100%] |
3. While allowing price escalation the following shall be deducted from the value of Works done (R):
 - (a) Cost of material supplied by the Procuring Entity.
 - (b) Cost of services rendered for protection of the Works.
 - (c) Secured Advance/ any advance added earlier but deducted now after Works 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 Works was awarded and the Works done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of Works done during every quarter shall be taken into account. At the completion of Works, the Works done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the Works 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 recorded 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 Works 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.50 lacs or less, the value of Works actually done excluding cost of material supplied by the Procuring Entity, exceeds Rs. 50 lacs and completion period is more than 3 months, then escalation would be payable only in respect of value of Works in excess over Rs.50 lacs from the date of satisfying both the conditions.
9. Where originally stipulated period is 3 months or less but actual period of execution exceeds beyond 3 months on account of reasons not attributable to the Contractor, escalation amount would be payable only in respect of extended period if amount of Works is more than Rs.50 lacs.
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 Works expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such Works 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 the Procuring Entity exceeds three months but cost does not exceeds more than Rs.50 lacs, no escalation is admissible.
13. Similarly, if cost of Works increases more than Rs.50 lacs but completion period including extended period attributable to the Procuring Entity is less than 3 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 or fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period 3 months and amount of Works Rs.50 lacs for admissibility of price escalation are not fulfilled and subsequent due to additional Works and extension of time attributable to Procuring Entity, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for Works done beyond Rs.50 lacs and in period of Works beyond 3 months.
17. The Contractor shall for the purpose of these conditions keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Government/ Procuring Entity 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.
18. Price variation Clause shall be applicable in case of lump sum contracts estimated to cost more than Rs.100 crores with stipulated completion period of more than 18 months.

19. The component of operation and maintenance (O&M) cost included in the Contract Price shall not be subject to price variations. The price may be adjusted by the use of prescribed formula (or formulae) which breaks down the total price into components.
20. The amount of price variation in case of lump sum contracts will be made by adding or deducting, as the case may be, from the payments made at the stages of Works specified in the Contract document.

Appendix B

Dispute Resolution During Execution of the Contract

1.0 Dispute

Disputes are germane to any contract. A 'dispute' implies an assertion of a right or a claim by one party and repudiation thereof by the other party, either expressed or implied, and may be by words or by conduct. A mere 'difference' is not necessarily a dispute; when the parties fail to resolve it, the difference culminates in dispute.

1.1 Dispute Resolution in a Construction Contract

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication through Dispute Resolution Board (DRB), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

2.0 Dispute Resolution Board (DRB)

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will also be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainership fee, daily fee for travel & site visits, out-of-pocket expenses); manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; termination/phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.
- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation (Chairman, etc.) concerned in other cases.
- (d) The Members to be appointed shall be out of a panel maintained by the Department/Organisation concerned and should be experienced in the type of construction actually involved and/ or finance and accounts and/ or contractual documents. **They should be persons of repute and integrity.**
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion,

instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should be tried to be settled amicably. If the dispute still remains unsettled, it shall be referred to the DRB.

- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.
- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days (or as otherwise approved), within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.
- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

3.0 Arbitration

- (a) Any dispute in respect of which the recommendations (if any) of DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996, or any statutory amendment thereof.
- (b) The Arbitral Tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation (Chairman, etc.) concerned in other cases.
- (c) The Tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer-in-Charge, and any decision of the DRB, relevant to the dispute.
- (d) Neither party shall be limited in the proceedings before the Tribunal to the evidence or arguments previously put before the DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
- (e) Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer-in-Charge and the DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

4.0 Language

All proceedings before DRB/ arbitral tribunal shall be in the Language of the Contract/ English.

5.0 Terms and conditions for engagement of DRB Member and Chairman

The terms and conditions including the remuneration and other facilities to be given to the Members of DRB and Arbitrators in case of civil engineering construction contracts/ consultancies shall be as notified by the State Government from time to time. Each Party to the Contract (the Contractor/ Consultant) shall be responsible for paying one-half of the remuneration. Since the fee structure has to be agreed by both the parties i.e. Procuring Entity and Contractor/ Consultant, the fee structure may also be got accepted by the respective Contractor/ Consultants. In the contracts the fee structure may be included as part of the bidding documents/ contract documents and the acceptance of the fee structure by the Contractors/ Consultants may be kept as a pre-condition for signing the Contract.

Section-VI-B : Special Conditions of the Contract/ Contract

Section VI B: Contract Data / Special Conditions of Contract

| Ref. to GCC | Subject | Data |
|--------------------|---|---|
| 1.1 | Procuring Entity's designation and address are: | THE CHIEF EXECUTIVE OFFICER Udaipur Smart City Limited. EMAIL: mc_udaipur@rediffmail.com |
| | The Works or Work is: | Design, Development and Implementation of IT Platform for Smart Parking, Transport Management, Solid Waste Management, Vending Carts Tracking Management, Udaipur Smart City Tourism |
| | The Site is: | Udaipur |
| | Engineer-in-Charge's Designation and Address and communication details are: | Er. Arun Vyas, Superintending Engineer (SE), Udaipur Smart City Limited, Municipal Corporation of Udaipur, Town Hall, Udaipur – 313001, Rajasthan |
| | The Time for Completion and the Intended Completion Date are: | 24 months (estimated) Note: refer to Section V for the project execution phases. The project will be executed in three phases. Phase-I is to be completed in 12 months. Phase-II is to be completed in 6 months. Phase-III is to be completed in 6 months. Phase-II and Phase-III work depends on the availability of some other smart city systems. Work of Phase-II and Phase-III can be started within 30 days upon getting go-ahead from USCL only. |
| | Provisional sums/ Lump sums are: | Lumpsum as specified in Clause 1.1.3 of Section-II: Bidding Data. |
| | The Department is: | Udaipur Smart City Limited |
| 1.3 | Communication: | Electronic transmission shall include e-mail, fax etc. and delivered shall include their transmission sent successfully to correct address. |
| 1.4 | The Language of the Contract is: | English |
| 1.8.1 | Signing of the Contract Agreement: | Within 30 Days of issue of notification of the award. |
| 4.3.1 | Performance Security | Replace GCC Clause 4.3.1 (i to v) with the following: Performance Security amounting to total 5% of contract value shall be submitted / deducted as follows: (i) Contractor shall submit Performance Security @ 5% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond contract period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable/invokable at Udaipur when presented in specified Branch Office. |

| 4.3.5 | Refund of Performance Security | Replace GCC Clause 4.3.5 with the following: The Procuring Entity shall refund the Performance Security deposited as per clause 4.3.1 above, within 60 days of expiry of the Contract Period, after satisfactory completion of all obligations under the Contract. | | | | | | | | | | | | | | | | | | |
|--------|---|--|--------|------------|--------------------|----|---|-----|----|--|-----|----|---|-----|----|---|-----|----|---|-----|
| 4.4 | Commencement of the Works | The Works shall be commenced within a period of 7 Days from the date of signing of the Contract. | | | | | | | | | | | | | | | | | | |
| 6.7 | The normal working hours at the Site and Days of rest shall be: | 9 AM to 5 PM as per relevant Labour Laws. However, when work is stopped, it should be ensured by the contractor that all safety measures have been taken to avoid any untoward incident during non-working hours. | | | | | | | | | | | | | | | | | | |
| 15.3 | Schedule of Payments *** The entire IT Platform is to be developed and implemented in phases. Please refer to the section V (Procuring Entity's Requirements) for the phases. Even if the project is executed across phases, the schedule of payment will remain the same across all the phases. | <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Mile stone</th> <th>% of Project Value</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>On completion of Requirement Study, Systems Analysis and Functional Specifications delivery</td> <td>10%</td> </tr> <tr> <td>2.</td> <td>On completion of System Design, Prototypes demonstration and Design Specification delivery</td> <td>20%</td> </tr> <tr> <td>3.</td> <td>On completion of Coding, Testing, Test Logs & Test Reports delivery</td> <td>40%</td> </tr> <tr> <td>4.</td> <td>On completion of Acceptance Testing and Software Implementation</td> <td>20%</td> </tr> <tr> <td>5.</td> <td>On completion of Defect Liability Support</td> <td>10%</td> </tr> </tbody> </table> <p>Note: 5% of the contract value for each phase shall be paid annually for Maintenance & Support on start of each support year.</p> | Sl. No | Mile stone | % of Project Value | 1. | On completion of Requirement Study, Systems Analysis and Functional Specifications delivery | 10% | 2. | On completion of System Design, Prototypes demonstration and Design Specification delivery | 20% | 3. | On completion of Coding, Testing, Test Logs & Test Reports delivery | 40% | 4. | On completion of Acceptance Testing and Software Implementation | 20% | 5. | On completion of Defect Liability Support | 10% |
| Sl. No | Mile stone | % of Project Value | | | | | | | | | | | | | | | | | | |
| 1. | On completion of Requirement Study, Systems Analysis and Functional Specifications delivery | 10% | | | | | | | | | | | | | | | | | | |
| 2. | On completion of System Design, Prototypes demonstration and Design Specification delivery | 20% | | | | | | | | | | | | | | | | | | |
| 3. | On completion of Coding, Testing, Test Logs & Test Reports delivery | 40% | | | | | | | | | | | | | | | | | | |
| 4. | On completion of Acceptance Testing and Software Implementation | 20% | | | | | | | | | | | | | | | | | | |
| 5. | On completion of Defect Liability Support | 10% | | | | | | | | | | | | | | | | | | |
| 20 | Insurance | The details of Insurance covers to be obtained by the Contractor and the Procuring Entity, including their value, terms and extent of coverage and other terms and conditions shall be as under: | | | | | | | | | | | | | | | | | | |

Section-VIC : Contract Forms

Section VI C: Contract Forms

Table of Contents

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Performance Security Declaration
5. Contract Agreement Works

1. Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Procuring Entity]

No.

Dated

To: ***[name and address of the Contractor]***

Subject: ***[Notification of Award for the Works]***

This is to notify you that your Bid dated ***[date]*** for execution of the .
..... ***[name of the contract and identification number, as given
in the Contract Data]*** for the Accepted Contract Amount of the
equivalent of ***[.amount in numbers and words and name of
currency]***, as corrected and modified in negotiations and in
accordance with the Instructions to Bidders has been accepted by
[designation of the Procuring Entity] The date of
commencement and completion of the Works shall be:
.....

You are requested to furnish the Performance Security within Days in
the form given in the Contract Forms for the same for an amount equivalent to
Rupees within days of notification of the award valid up to 60
days after the date of expiry of Defects Liability Period and maintenance
period, if applicable, and sign the Contract, failing which action as stated in
sub-section 2 of section 42 of the Rajasthan Transparency in Public
Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature:

Name and Title of Signatory: Chief Executive Officer,

Udaipur Smart City Limited.

Designation:

2A. Contract Agreement (1) With Udaipur Smart City Limited

Contract Agreement

THIS AGREEMENT made theday of,, between the Governor of Rajasthan/ **[Udaipur Smart City Limited]**. (hereinafter “the Procuring Entity”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and **[name of the Contractor]**(hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the *Procuring Entity* desires that the Works known as **[name of the Contract]**should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of -----
------(For Udaipur Smart City Limited)

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Letter of Acceptance;
 - b) the Bid of the Contractor as accepted along with the correspondence done on it, if any;
 - c) the Special Conditions of Contract/ Contract Data;
 - d) the General Conditions of Contract;
 - e) the Specifications;
 - f) the Drawings; and
 - g) the Instructions to Bidders and Notice Inviting Bids including Procurement Entity’s Requirement
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and, if applicable, maintain the Works for a period of -----) in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (and, if applicable, maintain the Works for a period of -----), 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by

Signed by.....

for and on behalf of the Governor/ Palika Entity

.for and on behalf the Contractor

(Chief Executive Officer, Udaipur Smart City Limited)

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature,
Address, Date

3A. Performance Security

Performance Security

..... **[Bank's Name, and Address of Issuing Branch or Office]**

Beneficiary: [Name and Address of Procuring Entity (Chief Executive Officer, Udaipur Smart City Limited)]

Date:

Performance Guarantee No.:

We have been informed that **[name of the Contractor]** (hereinafter called "the Contractor") has entered into Contract No. **[reference number of the Contract]**. dated with you, for the execution of **[name of contract and brief description of Works]** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we **[name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* **[amount in figures]** (.Rupees..... **[amount in words]**) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This bank guarantee if invokes shall be encashable, when presented on our branch office(address of branch) located at Udaipur

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of , **, and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Authorised Signature(s)

**** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract***

***** Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.***

Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Contract Agreement Works

THIS AGREEMENT made this .day of . 201., between Udaipur Smart City Limited, represented by the Chief Executive Officer Ph. 02974-2421255 E-mail: mc_udaipur@rediffmail.com(hereinafter “the Employer”), of the one part and M/S (herein after “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as

and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein for one year under this contract in conformity with the provisions of the contract in all respect.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) Notice to Proceed
 - b) the Letter of Acceptance;
 - c) the Bid
 - d) the Addenda and Corrigendum
 - e) the Special Conditions
 - f) the General Conditions
 - g) the Specifications;
 - h) the Drawings;
 - i) Instructions to Bidders and Notice Inviting Bids including Procurement Entity’s Requirement
 - j) the Priced Bill of Quantities and
 - k) The Schedule of Supplementary information,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein,

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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by

Signed by

Chief Executive Officer,
Udaipur Smart City Limited.
for and on behalf of the Employer

for and on behalf the Contractor

Witness, Name, Signature, Address

Witness, Name, Signature, Address