

Jaipur Smart City Limited



INVITATION FOR BID (IFB)

Bid Reference No. JSCL/Smart City Works/06/2016 -17

Bidding Document for

Development of Smart Road (Package 1: Civil

Works) in ABD area of Jaipur

January - 2017

Jaipur Smart City Limited

JMC Building, Pt. Deendayal Upadhyay Bhawan

LalKothi, Tonk Road, Jaipur-302016

Phone No. 0141-2741346/2741347

E-Mail ID: jscljaipur@gmail.com

Bid Reference No. No. JSCL/Smart City

Works/06/2017

Bidding Document

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Jaipur Smart City Limited

JMC Building, Pt DeendayalUpadhyay Bhawan,
LalKothi, Tonk Road, Jaipur – 302016
E-Mail ID: jsljaipur@gmail.com

NOTICE INVITING TENDER Bid Reference No. JSCL/Smart City Works/01/2016-17

Jaipur Smart City Limited (JSCL), Jaipur invites online e-bids from reputed contracting firms who have experience in multidisciplinary urban Infrastructure Projects for the following work on Design – Build Basis.

Work No.	Name of Work	Estimated Project Cost	Earnest Money deposit(Rs.)	Tender document Fee	Bid processing fee	Period of Completion
1	Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur	Rs.167.28 Crs	Rs. 3.35 Crs. (Rs. Three crores thirty five Lakhs)	Rs. 20,000 (Rupee Twenty Thousand Only)	Rs. 1000 (Rupee One Thousand Only)	24 months (twenty four months)
2	Development of Smart Roads (Package 2: ICT Works) in ABD area of Jaipur	Rs 58.84 Crs	Rs.1.18 Crs. (Rs. One crore eighteen Lakhs)	Rs. 20,000 (Rupee Twenty Thousand Only)	Rs. 1000 (Rupee One Thousand Only)	20 months (Twenty months)
3	Development of Smart Class Room in various locations in Jaipur	Rs 90 lakhs	Rs.1.80 Lakh (Rs. One Lakh Eighty Thousand)	Rs. 20,000 (Rupee Twenty Thousand Only)	Rs. 1000 (Rupee One Thousand Only)	9 months (nine months)
4	Development of Smart Solid Waste Sorting Centre in area of Jaipur	Rs 9.75 Crs	Rs 19.50 Lakhs (Rs. Nineteen Lakh fifty Thousand)	Rs. 20,000 (Rupee Twenty Thousand Only)	Rs. 1000 (Rupee One Thousand Only)	12 months (six months)

		Work 1	Work 2	Work 3	Work 4
(i)	Bid document Downloading Start Date And time	January 10, 2017 11:00 am	January 10, 2017 11:00 am	January 10, 2017 11:00 am	January 10, 2017 11:00 am
	Bid document Downloading End Date And time	Feb 8, 2017 5:00 pm	Feb 8, 2017 5:00 pm	Feb 8, 2017 5:00 pm	Feb 8, 2017 5:00 pm
(ii)	Pre bid Meeting (during office hours)	January 24, 2017	January 25, 2017	January 25, 2017	January 24, 2017
(iii)	Venue of Pre bid meeting	Jaipur Smart City Limited JMC Building, Pt Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur – 302016			
(iv)	Last date and time of Online submission of technical proposal and financial proposal	February 14, 2017 5:00 pm	February 14, 2017 5:00 pm	February 14, 2017 5:00 pm	February 14, 2017 5:00 pm

(v)	Last date and time of Physical submission of EMD, Bid document fee Bid processing fee & Power of Attorney	Feb 13, 2017, Upto 5:00 pm	Feb 13, 2017, Upto 5:00 pm	Feb 13, 2017, Upto 5:00 pm	Feb 13, 2017, Upto 5:00 pm
(vi)	Opening of bid online (Technical proposal only)	Feb 15, 2017 3:00 pm	Feb 15, 2017 3:00 pm	Feb 15, 2017 3:00 pm	Feb 15, 2017 3:00 pm

Terms:

- a. Demand draft of EMD and Bid Cost are to be submitted in favour of Chief Executive Officer , Jaipur Smart City Limited , Jaipur & Bid Processing fee in favour of Managing Director, RISL, Jaipur.
- b. This notice and bid documents are available on following internet site address for e tender www.eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in>
- c. A complete set of bid documents can be downloaded from above websites.
- d. Bids shall remain valid for 120 days (one hundred and twenty days) from the date of submission of the bid
- e. Any bid not accompanied by Bid document fee, Bid processing fee and Earnest Money as in the NIT will be rejected as nonresponsive.
- f. Complete e-Tender must be submitted on-line on www.eproc.rajasthan.gov.in
- g. Any addendum, clarification to the bidder's queries and corrigendum will be published on the www.eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in> and will not be published in the Newspapers.

**Chief Executive Officer
Jaipur Smart City Limited**

SECTION-I: 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, 2012” [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			
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 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	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

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			<p>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/ share holders 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	<p>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.</p>
		1.3.4	<p>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.</p>

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1.4	Eligible Bidders	1.4.1	<p>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.</p>
		1.4.2	<p>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.</p>
		1.4.3	<p>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</p>
		1.4.4	<p>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.</p>
		1.4.5	<p>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.</p>

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		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 stake holder 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 Department.</p>
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]</p>

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			Section VI B. Special Conditions of Contract [SCC] Section VI C. Contract Forms
		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.raj.nic.in along with the Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal, sppp.raj.nic.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 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..

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		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 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:- i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favor of the partner signing/submitting the Bid, authorizing

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			<p>him to represent all partners of the firm.</p> <p>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.</p> <p>iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship.</p> <p>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 favor of the person signing the Bid.</p> <p>v. Where permitted to bid as Joint Venture, 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.</p>
3.2	Language of Bid	3.2.1	<p>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.</p>
3.3	Documents Comprising the Bid	3.3.1	<p>The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.</p> <p>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.</p>
		3.3.2	<p>The Technical Bid/ Proposal shall contain the following :</p> <p>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];</p> <p>ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10;</p> <p>iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11;</p> <p>iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility</p>

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			<p>to bid;</p> <p>v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</p> <p>vi. Drawings/ designs in support of the Works to be executed;</p> <p>vii. the Notice Inviting Bids;</p> <p>viii. any other document required in the BDS; and</p> <p>ix. Others considered necessary to strengthen the Bid submitted.</p>
		3.3.3	<p>The Financial Bid/ Price Proposal shall contain the following :</p> <p>Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5;</p> <p>Any other document required in the BDS.</p>
3.4	Bid Submission Sheets and Price Schedules	3.4.1	<p>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.</p>
		3.4.2	<p>The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms].</p>
3.5	Bid Prices	3.5.1	<p>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.</p> <p>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.</p> <p>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.</p>
		3.5.2	<p>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</p>

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			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 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 price 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 90 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 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

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			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.
		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.

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		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].
		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

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			submitted.
3.11	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.
		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 there of.
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

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			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 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	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. 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 authorization to request the substitution and is read out and recorded at Bid opening. 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

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			out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification is to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in 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	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.
		4.4.9	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.
		4.4.10	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.
		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.

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		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> <ul 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			
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

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			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.
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 non conformities (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

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			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	<p>* 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.</p> <p>* [This ITB Sub-Clause should be kept only when considered necessary]</p>
5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	<p>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:</p> <ul style="list-style-type: none"> 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, 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; 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 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.
		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.

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		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> <ul style="list-style-type: none"> i. Bid is signed, as per the requirements listed in the Bidding documents; ii. Bid has been sealed as per instructions provided in the Bidding documents; iii. Bid is valid for the period, specified in the Bidding documents; iv. Bid is accompanied by Bid Security or Bid securing declaration; v. Bid is unconditional and the Bidder has agreed to give the required performance Security; vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules]; vii. written confirmation of authorization to commit the Bidder; viii. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and ix. Other conditions, as specified in the Bidding Document are fulfilled.
5.7	Responsiveness of Technical or Financial Bids	5.7.1	<p>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].</p>
		5.7.2	<p>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:</p> <ul style="list-style-type: none"> (a) if accepted, would- <ul style="list-style-type: none"> 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

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			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.
		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: i.the Bid Price quoted in the Financial Bid; ii.price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5

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			[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 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.
5.11	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].
5.12	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.

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		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 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

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			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 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 Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.

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	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 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>

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		6.4.4	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.
		6.4.5	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.
		6.4.6	<p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-</p> <ul 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 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:-

- a) determination of need of procurement;
- b) provisions limiting participation of Bidders in the Bid process;
- c) the decision of whether or not to enter into negotiations;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality.

(3) Form of Appeal.-

- a) 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.
- b) 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.
- c) 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.-

- a) 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.
- b) 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.-

- a) 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.

Annexure

**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.....

Appellant's

Signature

SECTION-II: BIDDING DATA SHEET

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.

Instructions to Bidders Clause Reference

A. Introduction

ITB. 1.1.1	The Number of the Invitation for Bids (NIT) is: JSCL/Smart City Works/06/2016-17 The Procuring Entity is: Jaipur Smart City limited, Rajasthan Name of Work: Development of Smart Roads (Package 1: Civil Works)in ABD area of Jaipur. (Detailed Scope of work has been defined in Section 5.)
1.1.2	Period of Completion: The Physical Works shall be completed in its entirety within twenty four Months (24) months including trial run period from the Start Date, which shall be the date of issue of the Notice to proceed or such other Start Date as may be specified in the Notice to proceed. The Defect Liability Period for the project is 3 years. The O&M period shall be of 5 years.
1.1.3	Estimated Cost of work is: Rs 167.28 Crores.
ITB 1.4.1	Joint Ventures are permitted comprising not more than 3 (three) firms/companies. The minimum equity under JV of lead firm should be 60%.
ITB 1.4.2	“Bidders of Indian Nationality” are permissible.
ITB 1.4.5	The Bidder / All partners of JV must be registered Contractor in AA class of the department / 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 prescribed eligibility criteria.
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 Works will be disqualified.

B. Bidding Documents

ITB 2.1.3	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 20,000/-) 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 The bidder should submit, by date & time specified in bid document, in original, hard copies of (i) cost of bid document as Rs. 20,000/- for each work in the form of DD/Banker’s Cheque of a scheduled bank in India or eGRAS in the name of Chief Executive Officer, Jaipur Smart City Limited payable at Jaipur; (ii) Bid processing fee of Rs. 1,000/- for each work in the form of DD in the name of Managing Director, RISL, Jaipur payable at Jaipur; (iii) Bid Security as per RTPP; (iv) Letter of Technical Bid; (v) Power of Attorney; and (vi) Joint Venture Agreement, if applicable. The bidder should upload scanned copies of these documents on e-procurement web-site along with their technical bids.
ITB 2.2.1	For Clarification purposes only, the Procuring Entity’s address is : OFFICE OF THE CHIEF EXECUTIVE OFFICER Jaipur Smart City Limited. JMC Building,Pt Deendayal Upadhyay BhawanLalkothi,Tonk Road,Jaipur-302016 Phone No. 0414-2741346/2741347 , E-Mail ID: jscljaipur@gmail.com
ITB 2.2.2	A Pre-bid Meeting will take place at the JMC Building,Pt deendayal Upadhyay Bhawan,Lalkothi,Tonk Road,Jaipur-302016.on:

	<p>Date: 24.01.2017</p> <p>Time: During Office Hours.</p> <p>No Site visit shall be organised by the procuring entity. However, bidders are advised to visit the sites at their own expenses and if any support is required, shall be provided by the Executive Officer/Engineer.</p>
ITB 2.2.3	The Bidders are requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week before the Pre-bid Meeting. However, Department may also consider questions / queries raised in writing only, during the Pre-bid Meeting.
ITB 2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portals http://sppp.rajasthan.gov.in/ and http://eproc.rajasthan.gov.in
ITB 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 intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal.

C. Preparation of Bids

ITB 3.2.1	The language of the bid shall be: English
ITB 3.3.1	The online Bid shall comprise of two parts submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.
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:
ITB 3.3.3	The Bidder shall upload the following documents with its Financial Bid: <ul style="list-style-type: none"> a) Financial Proposal Submission in Excel Sheet. b) BoQ c) And other details as mentioned in Sec 4 of Vol-01
ITB 3.5.1	Add following: <ul style="list-style-type: none"> a) The type of Contract Item Rate (H-Schedule) basis for Smart Roads on Lump-sum basis b) Contract Price should be sum of capital cost + O&M cost + Provisional sum (PS) c) The first year after completion of all physical works and issue of taking over certificate shall be the Defects Liability Period. The O&M period of all the works under this contract shall be 5 years after completion of the one year defect liability period. Thus the total O&M period shall be 5 years.
ITB 3.5.2	The Prices quoted by the Bidder shall be fixed for lumpsum items
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 120 (One hundred and twenty days) days from deadline for submission of bids.
ITB 3.10.2	Add following: Bid security shall be of the value Rs 3.24 Cr (Rupees Three Crores Twenty Four Lacs only), as indicated in NIT 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 45(forty five) days beyond the validity of the bid.
ITB 3.11.1	Only Digital signed copy shall be submitted through e-procurement website.

ITB 3.11.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
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D. Submission and Opening of Bids

ITB 4.1.1	<p>For bid submission purposes only, the Procuring Entity's address is : OFFICE OF THE CHIEF EXECUTIVE OFFICER Jaipur Smart City Limited. JMC Building,Pt Deendayal Upadhyay BhawanLalKothi,Tonk Road,Jaipur-302016 Phone No. 0414-2741346/2741347E-Mail ID: jscljaipur@gmail.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 follow the following instructions for online submission:</p> <ul style="list-style-type: none"> • 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. • Cost of bid document is Rs.20,000/- per tender should be deposited by Non Refundable Demand Draft drawn in favor of Chief Executive Officer, Jaipur Smart City Limited, Jaipur payable at Jaipur, whereas the Processing fee Rs. 1,000/- should be deposited by Non Refundable 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 up to 05.00 PM on 13.02.2017 before opening of technical bid. • The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter. • If holiday is declared on submission & opening date of tender the scheduled activity will take place on next working day.
ITB 4.1.2	Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal : http://eproc.rajasthan.gov.in
ITB 4.2.1	The Deadline for electronic Bid submission is Date: 14.02.2017 Time: 05:00 PM
ITB 4.4.1,4.4.5	<p>The online Bid opening shall take place at: OFFICE OF THE CHIEF EXECUTIVE OFFICER Jaipur Smart City Limited. JMC Building,Pt Deendayal Upadhyay BhawanLalKothi,Tonk Road,Jaipur-302016 Phone No. 0414-2741346/2741347E-Mail ID: jscljaipur@gmail.com The tendering process shall be conducted online only; DD/BC tender fee, processing fee and Bid Security shall be submitted physically up to deadline described in tender document.</p>
ITB 4.4.13,4.4.15	The Procuring Entity will open the Financial proposal as per e-tendering procedure.

E. Award of Contract

ITB 6.3.1	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
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	of Acceptance is 15 Days.
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 expiry of validity of bid security 2. The execution of agreement for procurement and performance security is furnished by the successful bidder; 3. The cancellation of the procurement process; or 4. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
ITB 6.4.2, 6.4.3, 6.4.4 Replace with following	<p>Performance Security amounting to total 10% of contract value (but excluding O&M cost and provisional sum) shall be submitted / deducted as follows:</p> <ol style="list-style-type: none"> (i) Contractor shall submit Performance Security @ 10% in advance at the time of signing of agreement in form of Bank Guarantee as per latest rules under RTPP act. The Bank Guarantee 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 Town for which tenders are invited or at Jaipur. (ii) If there is no reason to retain the Performance Security, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period, subject to submission of fresh Performance Security valid for the entire O&M period, of an amount 5% of total contract value (but excluding O&M cost and provisional sum) or 50% of the total O&M cost, whichever is higher. (iii) Refer clause 4.3.1 of Special condition of contract.
7.1	<p>First Appellate Authority shall be: Dy. Secretary/Joint secretary, Smart City, Rajasthan Second Appellate Authority shall be: Secretary/Principal Secretary, Smart City, Rajasthan.</p>

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

A. Evaluation Criteria

1.1 The successful Bid will be the lowest evaluated responsive Bid, which qualifies technical evaluation.

1.2 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal 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.

1.3 Quantifiable Nonconformities, Errors and Omissions.

The evaluated cost of quantifiable non conformities, errors and/or omissions is determined as follows:

"Pursuant to ITB Clause 5.4, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids."

[For guidance: The cost of minor omissions or missing items should be added to the Bid Price to allow for bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming bids. The price adjustment may be based on the price of the item quoted by the next lowest qualified bidder].

B. Qualification Criteria:-

1. Eligibility:

	Criteria	Compliance Requirements			
		Single Entity	Joint Venture		
	Requirement			All Partners Combined	Each Partner
i) Nationality	National firm	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
ii) Conflict of Interest	No conflicts of interest in accordance with ITB Sub-clause 1.4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
iii) Debarment/ Transgression by any Procuring Entity.	Must declare	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement

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.	Must meet requirement by itself	-	Must meet requirement by itself	-
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NOTE: CA certificate clearly mention with calculation that pending litigation in total not more than 50% of Bidder's net worth.

3. Experience:

- Experience of construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid submission deadline.

	Criteria	Compliance Requirements			
		Single Entity	Joint Venture		
	Requirement			All Partners Combined	Each Partner
i) Experience of construction contracts (2013-14 to 2015-16 and current year)	At least the last 3 Years prior to the Bid submission deadline.	Must meet requirement	-	Must meet requirement	-

NOTE: Certificate of Chartered Accountant must be submitted, clearly indicating construction experience based on construction turnover of the firm.

- The bidder should have experience of the following in last five financial years (**2011-12 to 2015-16**); experience in current year shall also be counted up to deadline for submission of bid:

Criteria	Compliance Requirements			
	Single Entity	Joint Venture (permitted)		
		All Partners Combined	Each Partner	One partner
Should have substantially completed (as per definition given below) / completed and Commissioned one single similar work (which includes urban roads) costing not less than the	Must meet requirement	Must meet requirement	NA	NA

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(Work 1: Development of Smart Road (Package 1: Civil Works) in ABD area in Jaipur.)

amount equal to Rs.100 Crores.				
OR				
Should have substantially completed (as per definition given below) / completed and Commissioned two similar works (which includes urban roads) each amounting equal to Rs. 60 Crores.	Must meet requirement	Must meet requirement	NA	NA

Note:

(i) Substantially completed means that – the Contractor has completed and commissioned the work, at least of the amount required for qualification, out of a large size contract. The commissioning of the work is essentially required and any hindrance in commissioning whether within or beyond control of the contractor would not be acceptable.

(ii) Clients certificate of experience must clearly indicate whether

- Completed and commissioned; or
- Substantially completed as per definition given above

3. Construction Experience in Key Activities in last 5 years.

Criteria	Compliance Requirements			
	Single Entity	Joint Venture (permitted)		
Requirement			All Partners Combined	Each Partner
(i) Experience (substantially completed (as per definition given in tender document) / completed and commissioned) in supply, installation and commissioning of similar work (which includes urban roads) in a minimum length of 8 Kms under single contract having at least 2 Kms of urban road . And (ii) Bidder / any JV partner should have substantially completed (as per definition given in tender document) / completed and commissioned at least one urban road, under a single contract in last five years.	Must meet requirement	Must meet requirement	-	-

Note: - *Substantially completed means that – the Contractor has completed and commissioned the work, at least of the amount required for qualification, out of a large size contract. The commissioning of the work is essentially required and any hindrance in commissioning whether within or beyond control of the contractor would not be acceptable.*

Note: For 2 & 3)

- i) The Bidder shall submit copies of Work Orders, Completion and satisfactory performance Certificates in support of their experience claims. Only works of Govt/PSU/Autonomous bodies under Govt. Sector of any country shall be considered.
- ii) The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes.
- iii) For considering experience of the bidder, out of its experience as JV, its own works in the JV shall be considered with relevant evidence/certificates.
- iv) JV shall comprise of not more than three firms/companies. The minimum equity under JV of lead firm must be 60% .

4. Financial:

Criteria	Compliance Requirements	
	Single	Joint Venture (permitted)

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(Work 1: Development of Smart Road (Package 1: Civil Works) in ABD area in Jaipur.)

Requirement	Entity	All Partners Combined	Lead Member	Each Member
5.1 Historical Financial Performance				
Net Worth:				
Net Worth for the Financial Year 2015-16 (from latest audited balance sheet) should be positive. (Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed).	Must meet requirement	-	Must meet requirement	-
Working Capital:				
Working Capital based on the current assets and current liabilities (including the short term loan repayments due in current years) should be 25% of the estimated cost of bid. (Available Working Capital shall be evaluated as Current Assets + Revolving Line of Credit – Current Liabilities (including loan repayment due within one year). <i>NOTE: Certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components. CA must also clearly mention that he has gone through the Revolving line of credit which is issued by scheduled Bank and Bank's commitment is project specific, assured and without any ambiguity and shall be available till final completion of project, otherwise bid shall not be considered. For revolving line of credit bank's letter should be attached. The bank issuing revolving line of credit has to be scheduled Bank as per format, otherwise it shall not be considered.</i>	Must meet requirement	Must meet requirement	Must meet requirement	Must meet (25%) requirement i.e. 6.25 % of estimated cost.
5.2 Construction Turnover				
Average Annual construction Turnover of last three years should be equal to or more than (1.5x cost of work/time period in years <i>i.e.</i> (Rs 125.46 Cr) . Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant.	Must meet requirement	Must meet requirement	Lead member must meet 60 percent of the requirement	-
5.3 BID CAPACITY:				

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(Work 1: Development of Smart Road (Package 1: Civil Works) in ABD area in Jaipur.)

<p>Bid Capacity: The bid capacity of the bidder shall not be less than the estimated cost of the bid. The formula for calculating Bid capacity is given here $\text{Bid Capacity} = (2 \times A \times N) - B$ Where A= Maximum value of Annual Turnover from urban infrastructure works executed in any one year during the last four years (2012-13, 2013-14, 2014-15, 2015-16) (updated to present price level) taking in to account the completed as well as works in progress (including current year, if opted by the bidder), N=Prescribed completion period of the work for which bids are invited in years, B= Value at present price level (2016-17) of existing commitments and ongoing works to be completed during N period i.e., the period of completion of works for which bids are invited.</p>	Must meet requirement	Must meet requirement	Must meet 25% requirement	Lead member must meet 60 percent of the requirement
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NOTE: The certificate of CA regarding Bid Capacity must be submitted otherwise bid shall not be considered. The certificate should clearly show the calculation how the Bid Capacity is calculated as per formula given in tender. The contractor should submit an undertaking on stamp paper of Rs. 500 that he has mentioned all projects necessary for calculation of B value for the calculation of Bid Capacity.

The present price level for turnover and cost of completed work of similar nature, the previous years' value shall be given weight age of 10% per year as follows:

Sr. No	Financial Year	Weight age
(i)	2016-17	1.00
(ii)	2015-16	1.00
(iii)	2014-15	1.10
(iv)	2013-14	1.21
(v)	2012-13	1.33
(vi)	2011-12	1.46

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 Tender
2. CA's certificates
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. Service Tax Registration, if required as per law
7. Proof of payment of Bid Security
8. Proof of Cost of bidding document or receipt of such cost.
9. Proof of Bid processing fee as specified.
10. Bid capacity stipulations as required in Tender Document.
11. Completion Certificates of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
12. Work orders of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
13. Drawings / designs / technical documents (if required) in support of works to be executed
14. Any modifications or withdrawal.
15. Other documents considered necessary to strengthen the bid.
16. JV agreement against which experience for eligibility is claimed to demonstrate clearly the JV members work in that JV.
17. Registration certificate of each bidder / JV Partner in class AA or equivalent in any State / Central / PSU / in India.
18. Check Points and Self appraisal sheet

4.2 Letter of Technical Bid

Technical Bid Submission Sheet

Date: _____ NIT 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 120 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, including any subcontractors 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, including any subcontractors 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 authorised 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, JSCL, RAJSATHAN]

Date: [insert date]

BID GUARANTEE No.: [insert number]

We have been informed that **[insert name of the Bidder]** (hereinafter 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 Tender No. **[insert NIT number]** ("the NIT").

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 Securing Declaration

Form of Bid Securing 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, JSCL, 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; or (ii) thirty days after the expiration of our Bid.

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	
In case of JV/Consortium, legal name of each partner	
Bidder's /all JV/Consortium partners country of constitution.	
Bidder's /all JV/Consortium partners year of constitution	
Bidder's /all JV/Consortium partners legal address in country of constitution	
Bidder's /all JV/Consortium partners 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. In case of single entity, certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm or JV named in above. 3. In case of JV, letter of intent to form JV or JV agreement. 4. In case of Consortium, letter of intent to form consortium or JV consortium. 	

4.4.2 Form ELI – 2: JV Information Sheet

Attach the Letter of Intent to form JV or certificate of registration/ incorporation and memorandum of association or constitution of the legal entity, if JV is already in existence.

Each member of a JV / must fill in this form

JV /consortium/ SPECIALIST CONTRACTOR'S INFORMATION	
Bidder's legal name	
JV /consortium Partner's or Subcontractor's legal name	
JV /consortium Partner's financial share in the JV	
JV /consortium Partner's or Subcontractor's country of constitution	
JV /consortium Partner's or Subcontractor's year of constitution	
JV /consortium Partner's or Subcontractor's legal address in country of constitution	
JV /consortium Partner's or Subcontractor's authorized representative information(name, address, telephone numbers, fax numbers, e-mail address)	
Attached are attested copies of the following original documents: <ol style="list-style-type: none"> 1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm named above. 	

4.4.3 Form LIT 1- Pending Litigation

Each Bidder or member of a JV / 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

4.4.4 Form EXP – 1: General Construction Experience
Each Bidder or member of a JV must fill in this form

GENERAL CONSTRUCTION EXPERIENCE				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Procuring Entity Brief Description of the Works Executed by the Bidder	Role of Bidder

Bidder Must Enclose:

1. Certificate of CA mentioning the construction turnover as per relevant clause.

4.4.5 Form EXP - 2: Construction 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 or subcontractor, 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.			
(iii) Experience (substantially completed (as per definition given in tender document) / completed and commissioned) in supply, installation and commissioning of similar work (which includes urban roads) in a minimum length of 8 Kms under single contract having at least 2 Kms of smart road . And Bidder / any JV partner should have substantially completed (as per definition given in tender document) / completed and commissioned at least one smart road, under a single contract in last five years.			
Reference page No., copy of work order and completion & commissioning certificate in support of above experience:			

4.4.6 Form EXP – 2(a): Specific Construction Experience**Note:** Please fill up one sheet per contract

CONTRACT OF SIMILAR SIZE AND NATURE	
Contract No.of.	Contract Identification
Award Date	Completion Date
Role in Contract	Contractor / Management Contractor / Subcontractor
Total Contract Amount	INR

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If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Procuring Entity's Name, Address, Telephone Number, Fax Number, E-mail address		

Bidder Must Enclose:

1. Work order.
2. Experience certificate as per relevant clause from an officer not below the rank of executive Engineer or Equivalent.

4.4.7 Form: 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

JMC Building, Pt Deendayal Upadhyay Bhawan
LalKothi, Tonk Road, Jaipur-302016

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 Jaipur Smart City Limited (JSCL) (hereinafter called the "Employer") in response to the Invitation for Bids issued by the JSCL 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 _____, 2015 / 2016.

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

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

Declaration by the Bidder/ JV

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:

4.6 Letter of Financial Bid

Financial Bid Submission Sheet

Date: _____ NIT 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) 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 authorised to sign the Bid for and on behalf of: _____

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Date: _____
Tel: _____ Fax: _____
E-mail: _____

4.7. 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: Joint Venture Agreement (Among Three Firms)

(On Rs 1000/- Non-judicial Stamp Paper)

Memorandum of Understanding for **JOINT VENTURE**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----- ("Effective Date").

BETWEEN

M/s. _____, a company incorporated, and having its registered office at _____ (Hereinafter referred to as the "**First Party**"/ "**One Partner**");

M/s. _____) a company incorporated, and having Registered office at _____ (Hereinafter referred to as the "**Second Party**"/ "**Each Partner**"); Hereinafter jointly referred to as the "**Parties**" and individually as "**Each Party**" or "**a Party**" as the case may be.

WHEREAS,

A) **The Government of Rajasthan, JAIPUR SMART CITY LIMITED. Jaipur Rajasthan (hereinafter referred to as the JSCL or procuring entity) invited bid for**

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the "**JV**") to jointly execute the above project in all respect
NOW THEREFORE IT IS HERE BY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with _____ designated as the **One Partner and First Partner.**

1.2. _____ shall be the **Second Member – or Second Partner**

1.3. _____ shall be the **Third Member – or Third Partner** (*insert more lines if more partners*)

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of “_____ **Joint Venture**”.

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3. The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the **Employer** for the execution of the Projects in accordance with the **Contract** till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility: -----

Physical responsibility: -----
Other Partners: Financial responsibility: -----
Physical responsibility: -----
Other Partners: Financial responsibility: -----
Physical responsibility: -----

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the **Contract** shall be shared or borne by the **Parties** in the above **Proportions**.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The **Parties** shall participate as a **JV** in the submission of bids and further negotiations with the **Employer** and shall co-operate and contribute their respective expertise and resources to secure and execute the **Projects**.

5.2 On award of **Projects**, the **First Partner** in consultation with the other members of JV will decide on the final management structure for the successful execution of the **Projects** as per the terms of **Contract**.

5.3 All the **Parties** hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the **Projects**, including commissioning & operation for the period as stipulated in the contract. The share of interest of the **JV** shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the **Parties** hereto shall be mutually exclusive i.e. none of them shall without the other **Party's** consent & prior approval of **JSCL**, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: Memorandum of Understanding:

7.1 This **Memorandum of Understanding** shall be terminated:-

- a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or
- b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **JSCL** & mutual consent of the Parties, or

7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer**.

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____ & _____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for

the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be _____.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

Any and all correspondence from the Employer to the **JV** shall be addressed to **(name of JV)** at the address stated herein below—(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address **(name of JV)**

ARTICLE 12: Authorized Representative:

The JV 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 JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

Authorized Representative of JV: _____

ARTICLE 13: ASSIGN ABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE 14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by _____)
For and on behalf of _____)

in the presence of: _____)

Name: _____)
Designation: _____)
Signed by _____)

Name:
Designation:

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For and on behalf of _____)

in the presence of: _____)

_____)

Name:

Designation:

Name :

Designation:

4.10 Bidding Capacity = 2 A X N - B

4.10.1 STATEMENT FOR WORK IN HAND (for calculation of value of B)

This is to certify that the status of the present works in hand as on **date of publication of NIT** of order value more than Rs. 10.00 lacs for which either order are received or the work is under execution but which are still not completed is as under:

Amount in Lacs of Rupees.

S. No	Brief Description of Work	Stipulated Date of Start	Stipulated Date of Completion	Time left for execution after date of publication of NIT , in months	Cost of awarded work	Cost of work executed up to date of publication of NIT	Balance Cost of un-executed work as on date of publication of NIT in 30 month from and date of submission
1	2	3	4	5	6	7	8=6-7

1. If the value of Balance work goes beyond 30 months from the date of bid submission then client certificate mentioning the amount of work to be executed beyond 30 months, otherwise full balance work shall be accounted for calculation of 'B' value.

2. This is certified that this is true in all respect and can be used for calculation of the bidding capacity as per the formula given in ITB. This is also certified that other orders under execution by the firm shall not materially affect the bidding capacity of the firm as required in this tender. (*Format should be on Rs 500/= stamp paper*)

Signatures With Seal of Authorized Signatory for tender

4.11 Check Points must be filled by Bidder

S. No.	Page No. of Bidding Document	Requirements / Documents required to be submitted	Check Points	Yes / No	Enclosed at page no. of bid and any other detail as required
		GENERAL			
1	33	Cost of Bid Document as Rs. 20,000/-	DD/Cheque in favour of Chief Executive Officer, JSCL Original hard copy to be submitted in the office of Chief Executive officer, JSCL 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. 20000.00 In favour of Chief Executive Officer, JSCL	
2	33	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, JSCL 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	11, 33	Bid Security of Rs. _____ lakhs (Rupees ___ crore _____ lakh _____ thousand Only) In case of JV , the Bid Security must be in the name of all partners to the Joint Venture / Lead bidder that submits the bid. Should be valid up to _____	DD / Bankers Cheque / Bank Guarantee as per format on page 49 Original hard copy to be submitted in the office of Chief Executive Officer, JSCL by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	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. State in whose name is bid security (JV or Lead Bidder) BG number Confirm that BG is Valid up	

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S. No.	Page No. of Bidding Document	Requirements / Documents required to be submitted	Check Points	Yes / No	Enclosed at page no. of bid and any other detail as required
			to 30 days beyond the validity of bid		
			Confirm it of a scheduled bank? Mention the Name of bank.		
			Amount		
4	33	Power of Attorney	On Stamp Paper, as per page 67 Original hard copy to be submitted in the office of Chief Executive Officer, JSCL 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		
5	33	Joint Venture Agreement	Agreement as per format on page 77 (not more than three companies) Original hard copy to be submitted in the office of Chief Executive Officer, JSCL by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that value of Stamp Paper is Rs. 1000/-	
			Confirm that financial responsibility of lead partner is minimum 50%		
			Confirm that financial responsibility of other partner bidder is minimum 25%		
			Confirm that JV is in prescribed format. If not, liable to be rejected.		

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

S. No.	Page No. of Bidding Document	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			
2	33	Registration in class AA or equivalent in any department / organization of any State Govt./ Central Govt. / PSU / Govt Autonomous Body / Govt. Undertaking of any country	Confirm that bidder / both partners of JV are registered in class AA or equivalent Name of department & State Confirm that valid up to date of submission of bid	Yes / No Yes / No	
3		VAT Registration /clearance certificate	Confirm that submitted	Yes / No	
4		VAT Registration in Rajasthan	Confirm that submitted with this bid or will be submitted later as per clause _____	Yes / later after award	
		Eligibility Criteria			
12	40	Nationality - Indian/International firms	Specify nationality	Indian/International	
13	40, 65	Declaration as per format on page 65 Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that declaration submitted by bidder / each partner in case of JV Confirm that it is in the prescribed format. If not, bid is liable to be rejected	Yes / No Yes / No	
14	40	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 Confirm that it is in the prescribed format; If not, bid is liable to be rejected	Yes / No Yes / No	
15	40, 55	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	Confirm that declaration submitted by bidder / each partner in case of JV Confirm that it is in the prescribed format; If not, bid is liable to be rejected	Yes / No Yes / No	

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(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

S. No.	Page No. of Bidding Document	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		
		Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that value of litigations is less than 50% of bidder's net worth and CA certificate showing calculation	Yes / No			
16		Experience of construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid submission deadline - Certificate of CA certifying <u>construction</u> experience in last 3 years based on construction turnover <u>Requirement to be fulfilled by:</u> Each of the consortium / JV member	Confirm that Certificate of CA attached; If not, bid is liable to be rejected	Yes / No			
17		Should have substantially completed (as per definition given below) / completed and Commissioned one single similar work (which includes urban roads) costing not less than the amount equal to Rs.100 Crores. OR Should have substantially completed (as per definition given below) / completed and Commissioned two similar works (which includes urban roads) each amounting equal to Rs. 60 Crores.	Number of works on basis of which eligibility is claimed.				
			Details of qualifying works :				
			Work no. 1				
			Name of work (in brief)				
			Name of client				
			Value of work done				
			value of work done by bidder in case work is carried out in JV				
Stipulated Date of start (as per work order)							
Stipulated Date of completion (as per work order)							

Volume-I Section-IV: Bidding Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

S. No.	Page No. of Bidding Document	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
			If completed & commissioned, indicate Actual date of completion & commissioning (as per client's certificate). Confirm that this date is after 31.3.10.		
			Confirm any one of the following: <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. 		
			Confirm that client's certificate clearly mentions one of the above 3 criterion, with details, otherwise bid is liable to be rejected.		
			Confirm that copy of work order is attached.		
			Confirm that copy of client's certificate is attached and it has reference of above work order.		
			Confirm that the certificate is issued by the officer not below the rank of Executive Engineer.		
			Similar information to be given for each work if work done is more than one		
18		(i) Experience (substantially completed (as	Details of qualifying works :		

Volume-I Section-IV: Bidding Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

S. No.	Page No. of Bidding Document	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>per definition given in tender document) / completed and commissioned) in supply, installation and commissioning of similar work (which includes urban roads) in a minimum length of 8 Kms under single contract having at least 2 Kms of smart road .</p> <p>And Bidder / any JV partner should have substantially completed (as per definition given in tender document) / completed and commissioned at least one smart road, under a single contract in last five years.</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 he carried out this work as JV</p> <p>Stipulated Date of start (as per work order)</p> <p>Stipulated Date of completion (as per work order)</p> <p>Total length of Road work</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 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>Confirm that client's certificate clearly mentions one of the above 3 criterion, with details.</p> <p>Confirm that copy of work order is attached.</p>		

Volume-I Section-IV: Bidding Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

S. No.	Page No. of Bidding Document	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
			Confirm that copy of client's certificate is attached and it has reference of above work order.		
			Confirm that the certificate is issued by the officer not below the rank of Executive Engineer.		
19	43	Certificate of Chartered Accountant certifying Net worth for the Financial Year 2014-15 is positive, along with calculations. In case of JV, each partner should meet requirement.	Confirm that Certificate of Chartered Accountant attached with calculation of net worth; If not, bid is liable to be rejected		
20	58	Form FIN-2 - Average Annual construction Turnover of any three financial years out of last four Financial years (Financial Year 2012-13 to 2015-16) should be equal to or more than (1.5x cost of work/time period in years) i.e. _____ lakhs. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant. In case of JV, lead member should meet 50 percent (Rs. _____ lakhs) of the requirement	Confirm that Certificate of Chartered Accountant clearly mentioning word "construction" turnover and its value 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		
21	42	Bid capacity	Confirm that affidavit of bid capacity submitted on Stamp Paper of Rs. 500.00		
			Confirm that certificate of CA submitted for Bid Capacity clearly showing calculation; If not, bid is liable to be rejected		
			Value of A		
			Value of B		
			Bid Capacity		

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S. No.	Page No. of Bidding Document	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
			Confirm that bidder has mentioned in affidavit that all works above Rs. 10 lakhs, to be completed in next 30 months (period of completion + bid validity period), required for determination of value of "B" are declared		
22	42	Working capital	Confirm that certificate of CA submitted indicates clearly that the working capital is as per formula given in tender. Confirm that CA has clearly mentioned that he has gone through the letter of Revolving Line of Credit and bank's (scheduled Bank) commitment letter is project specific and assured without any ambiguity otherwise bid is liable to be rejected.		
			Confirm that bank's letter submitted for revolving line of credit, If required		
			Confirm that the above bank's letter is as per format;		
			Value of working capital		
		Other requirements			

Section V: Scope of Work & Specifications

INDEX

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2	VISION OF THE CITY	4
3	CURRENT CHALLENGES OF WALLED CITY	5
4	GENERAL CONCEPT OF SMART ROADS	7
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1	OBJECTIVE
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This report aims to summarize the analysis process and conclusions of all the documentation related to the pilot stretch of Kishanpole Bazaar, from the Ajmeri Gate up to Chhoti Chaupar, and provide with the proposed solutions and integrate smart features to it which are as follows:

- Smart Poles
- Smart Toilets
- Water ATMs
- Smart Solid-Waste Bins.
- Smart Signage
- Smart Public Transport Station.
- Convenience for pedestrians with street furniture and relief spaces.
- Smart Parking for cars, two wheelers and bicycles.
- Wi-fi "hot-spots".
- Smart security surveillance.
- Smart lighting
- Smart environment sensors.

2. VISION OF THE CITY

- City of Jaipur, capital city of the State of Rajasthan is the eleventh largest city (in terms of population) in India.
- The city has a glorious past linked with it, due to which it is well-known even today throughout the world.
- Jaipur is known as one of the first planned cities of India.
- It is located at 26.92°N 75.82°E It has an average elevation of 431 metres (1417 ft). The city is part of Jaipur district situated in north eastern part of Rajasthan.
- It is also one of the important tourist cities in India and hence is also draws good amount of revenue to our country. It lies on one of the most popular travel packages of India 'Golden Triangle' connecting tourist spots like Delhi, Jaipur and Agra.

JAIPUR WALLED CITY

- The main markets, havelis and temples on the main streets in Jaipur were constructed by the state in the 18th century, thus ensuring that a uniform street facade is maintained. The widths of roads were predetermined.
- Junctions of the main axial streets formed the two square civic open spaces called chaupars (BadiChaupar and ChhotiChaupar). The width of the square chaupars was three to four times that of the main streets.
- Historically, the chaupars were outlets for intense social use with water structures connected by underground aqueducts, supplying numerous sources of drinking water at street level. Presently, the centre of each chaupar has square enclosures with ornamental fountains.
- The streets and chowks (central open squares in a town) of the internal chowkries (sectors) with numerous clusters or mohallas were not predetermined; hence show a mix of grid iron and organic pattern, with the basic unit of built form being the rectangular haveli.
- Typical architectural features of the bazaar streets are - use of chhajjas (sunshades) resulting in strong horizontal lines, projecting vertical blocks on brackets, a modular system of arches filled with delicate latticed screens to cut direct sun and glare of reflected sun in the Street. Bazaar streets have temples above shops with wide staircase starting from pavement to the temple level.

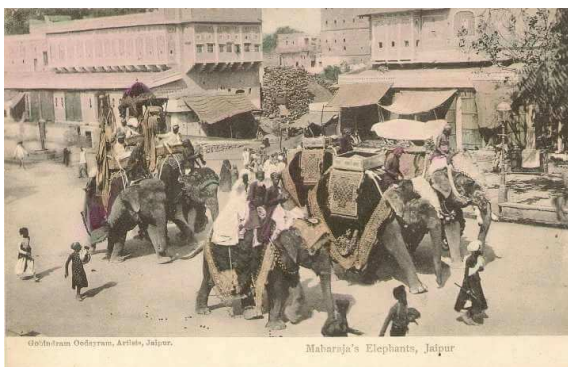
OLD PICTURES OF WALLED CITY

Resplendent in the hues of its noble and magnificent past, the historic city of Jaipur stands out as one of the most spectacular and culturally vibrant destinations in the world.



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3. CURRENT CHALLENGES FOR THE WALLED CITY

The inner city is stained by several problems:-

- Inadequate and obsolete infrastructure facilities
- Inadequate use of buildings
- Lack of open spaces
- Traffic congestion
- Haphazard parking
- Abuse of buildings of historical or archeological importance
- Encroachments by informal sectors
- Solid waste collection and disposal
- A mix of conflicting non-conforming land uses
- Poor dwellings and unhygienic conditions
- Environmental dispossession

EARLIER



Wide open public space at Badi Chaupar, characterised by a well in the centre and shops around it



Chaos and congestion at Chaupar in recent times

Considering the growing population and its relative demand, there is an urgent need to focus on conserving its original heritage character, protecting important monuments and providing basic facilities to its residents as well as visitors. These issues are affecting the unique characteristics, architectural value and heritage of the old city. Thus, there is a need to work for the restructuring and revitalization of the old city.



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Continuous growth in population and unregulated commercial activities in areas inside the walled city have led to an increasing transformation of the urban fabric today and resulting increasing demand for travel pattern, increasing trips and availability of multiple means of travel as well as

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increasing

parking

deman



Chowk in front of Bajjo Ki Haveli encroached upon by car parking



Parking in thin inner lanes of Chowkri Modi Khana



Commercial activity with two wheelers parked on either side of the street creates chaotic situation during peak market hours



Open spaces meant for recreational use have been encroached upon as parking lots, as seen in the heritage walk route, in open space in front of the Digamber Jain Temple Sanghiji in Chowkri Modi Khana



Overhead cables, broadband ,highmast pole



Haphazard parking

4. GENERALCONCEPT OF SMART ROADS

Typically, there is very little technology that goes into roads. They tend to be made out of asphalt or concrete, which is compacted into a smooth, solid surface and painted upon to indicate certain restrictions, routes and information.

This is changing. We're responding to the demands of disruption and looking at roads anew. **"A smart city with a smart road : Together they provide citizens with smart mobility"**.

The focus is on re-imagining and adapting existing roads and their immediate environment to ensure that the promise of **smart mobility** is delivered upon. The good thing is that the technology which is used to make watches, cars and cities smarter can equally be used to make roads more efficient and indeed also "intelligent".

Thus, the typical smart road will be more 'animated' than its conventional 'inanimate' predecessor. It shall be with sensors, data capture capabilities, the ability to be responsive to changes in the environment and, perhaps most importantly, be connected. Roads will 'communicate' with cars, bicycles, traffic lights and even the city. The roads shall be 'alive' for the people and by the people.

THE FUTURE OF OUR CITY NETWORKS

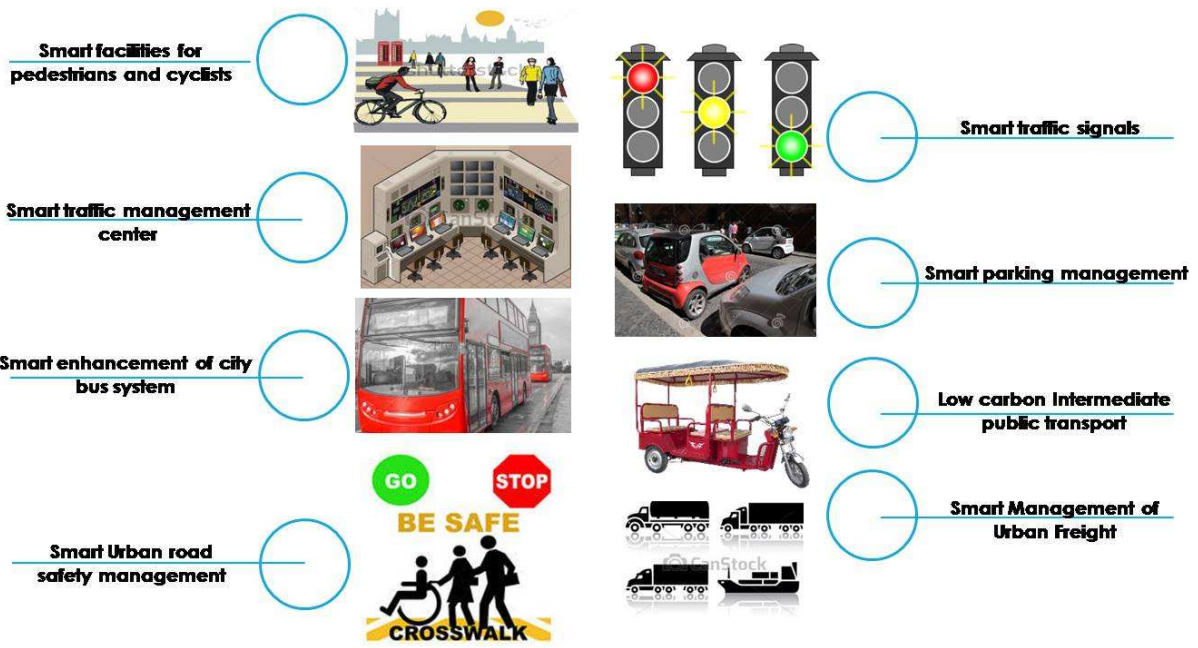
The potential of connected, smart roads is enormous. Not only will they keep us safe by regulating the speed of our vehicles and implementing warning systems, but also transmit real time data and share information across the network, making it simpler and quicker to get around, to find parking, to commute effectively and communicate with each other., as also to maintain a humane and pedestrian friendly environment. (Source: <https://www.inmotionventures.com/smart-roads-future-transport/>)

KEY FEATURES OF SMART ROADS

FURNITURE AND PUBLIC UTILITIES

- COMMUNICATIVE SIGNAGE
- LANE MARKING
- PASSENGER SHELTERS
- SMART BUS STOPS
- PARKING GREEN
- TOILETS
- FIRST AID CARE
- TRAFFIC POLICE BOOTH
- PUBLIC LEISURE SPACES
- SMART BINS
- WATER POINT SIGNAGE
- VMS PANELS
- INTERACTIVE KIOSK

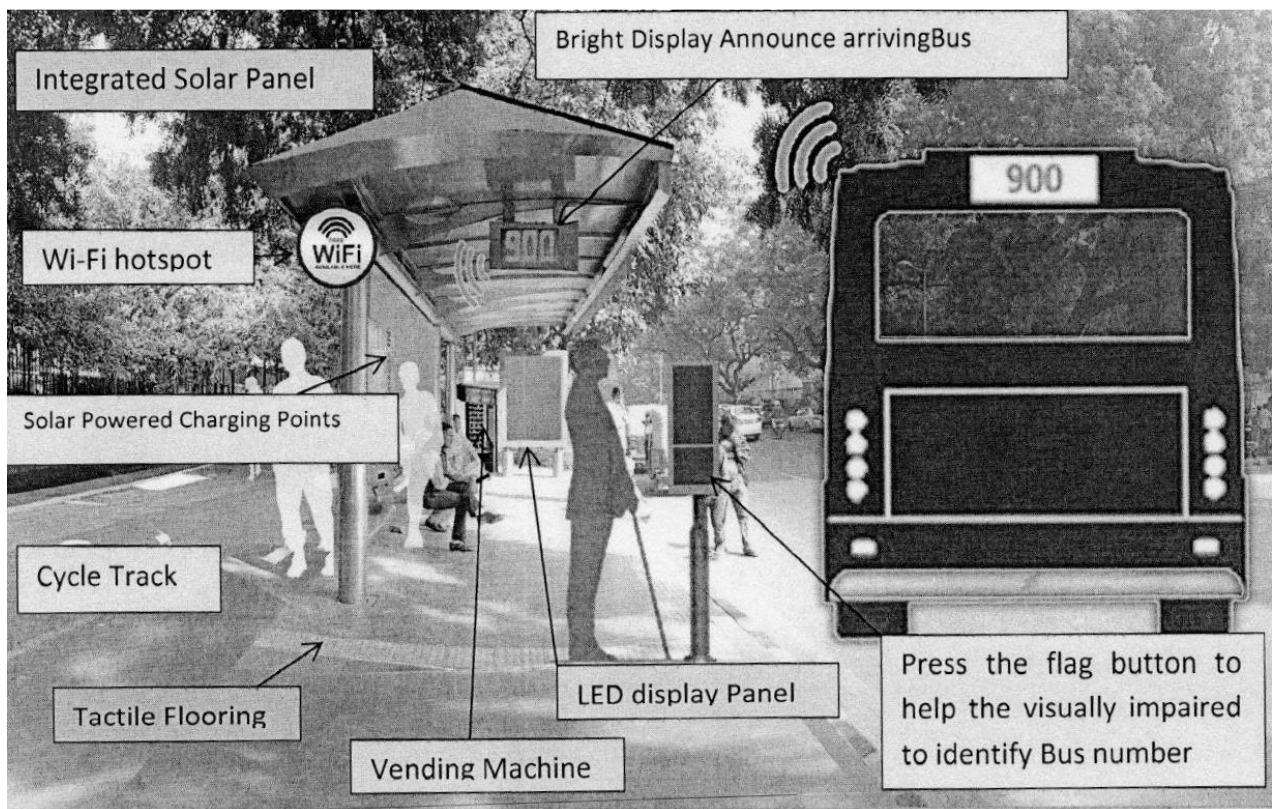
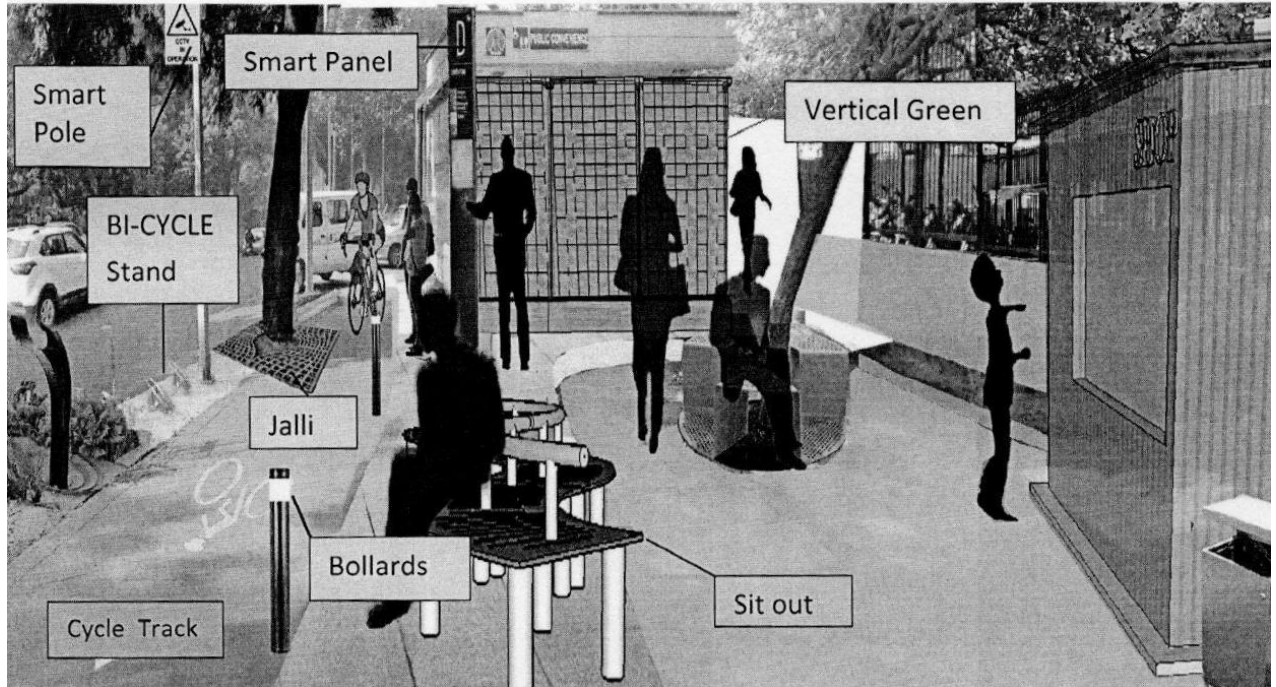
POTENTIAL SMART Urban Transport Solutions



SMART POLES



INTEGRATION OF SMART STREET FEATURES



5. CASE STUDY: BARCELONA

Barcelona is the first city in the Spanish State coined a “Smart City” and is [named the fifth overall in Europe in 2013](#)



1.1.1 01. Its stellar bus transit system.

The bus system also has urban sustainable mobility, reducing emissions with hybrid buses. It also has smart bus shelters using solar panels and screens provides waiting times. [Three interactive bus shelters](#) are already

1.1.2 02. Its bicycle sharing system, Bicing.

You pay an annual fee, get a Bicing card, scan it at any of the 400 stations, check out a bike, then check it back in at the station closest to your destination. Most stations are located by other public transport stops or public parking



1.1.3 03. Its installation of smart parking spaces.

Using light and metal detectors, sensors detect if a parking spot or loading area is occupied. These street sensors help motorists find parking, but they also provide data about parking patterns, helping officials improve management of urban mobility.



1.1.4 04. Its pneumatic waste management system.

Many 'barris' don't have to see (and smell) overflowing and oversized trash bins. These compact drop-off containers have a subterranean vacuum network through the pipes, sucking up trash below the ground.

1.1.5 05. Its installation of smart lighting.

More efficient lighting using LED technology is being installed in Barcelona to reduce cost and pollution.



These lights optimize energy and use a smart function: it activates when detecting motion, but also gathers environmental information, humidity, temperature, pollution, and noise.

6. VISION

Our vision of the “smart road” within the ABD area of the walled city of Jaipur, is to recapture the humane and original character of the Jaipur City of old, and reclaim the streets for people.

With a seamless integration of the “smart features”, along with the façade renovation and heritage conservation efforts; our endeavor is to maintain safety of pedestrians, and bicycles, by limiting the number, as also by regulating the speed of motorized vehicles.

Implementing information systems and also transmit real time data and share information across the network, making it simpler and quicker to get around, to find parking, to commute effectively and communicate with each other.

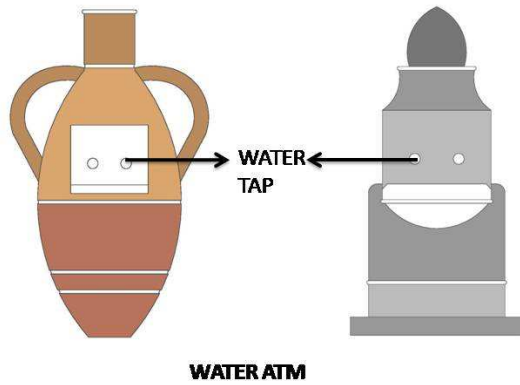
DESIGN APPROACH

- To implement the “smart features” by integrating them in the city fabric in such a way that they blend and merge with the traditional features of our city and help retain the unique identity of our heritage city intact.
- To enhance pedestrian safety, introduce a bicycle tracks, and enable non-motorized transport ; thus reducing the overbearing dependence on vehicular traffic and alleviation of the resulting environmental pollution levels.
- To enliven the humane character of streets, with suitable placement of vendors, hawkers and kiosks, designed in harmony with the heritage of the city .

PROPOSED SMART FEATURES FOR JAIPUR'S SMART ROADS

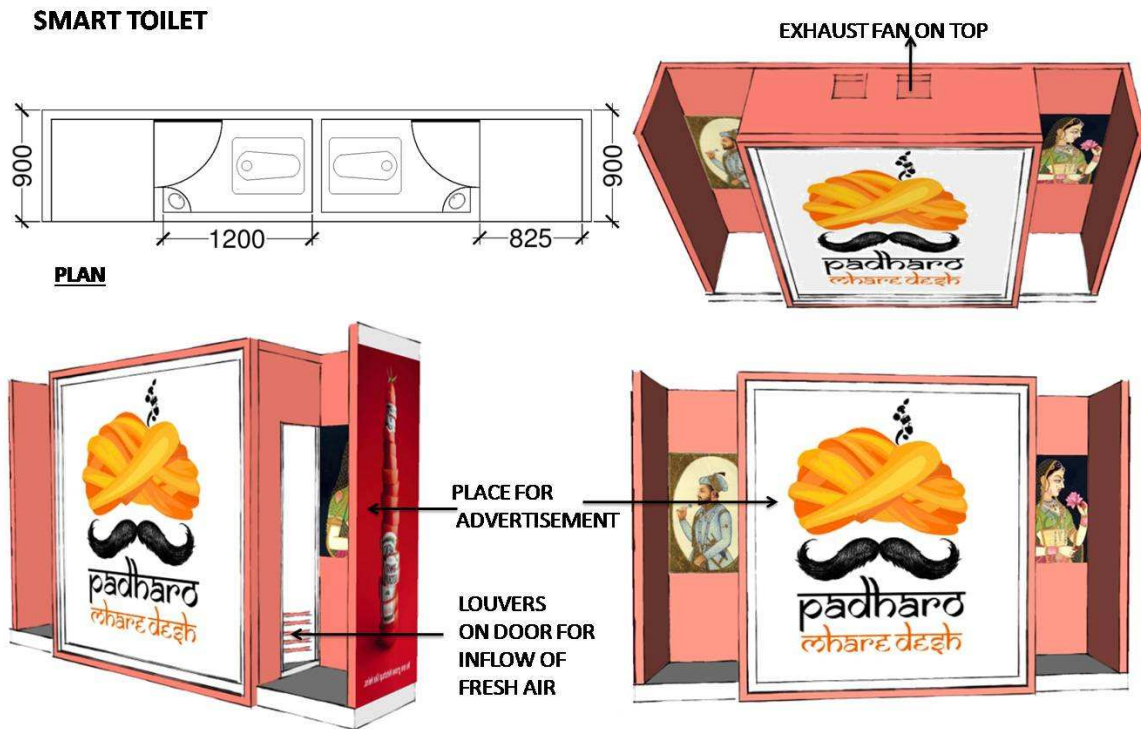
- **Smart poles** at regular intervals with Wi-fi, intelligent lighting, environmental monitoring systems, information display, charging points, public address systems, intelligent signage and CCTV surveillance cameras.
- **Smart bins** for disposal of organic, inorganic and hazardous wastes.
- **Smart toilets** provide basic amenity and promote hygienic environment.
- **Table top** crossings of streets to facilitate pedestrian movement, as also to moderate vehicular speed, thus enhance pedestrian comfort and convenience.
- **Water ATMs** for providing safe potable drinking water.
- **Smart parking** facility with suitable markings and smart app based signage.

SOME OF THE FEATURES OF SMART STREET

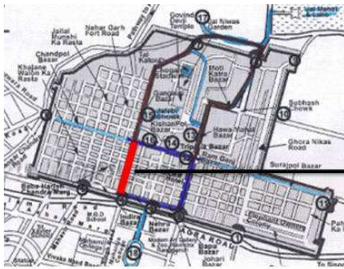


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**7. EXISTING KEY PLAN
KISHAN POLE**



JUNCTION BOXES/ FEEDER PILLAR



UNDERGROUND UTILITIES: STORM WATER & ELECTRICAL



WATER POINT NEAR RAJASTHAN SCHOOL OF ARTS



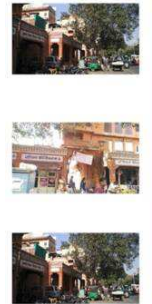
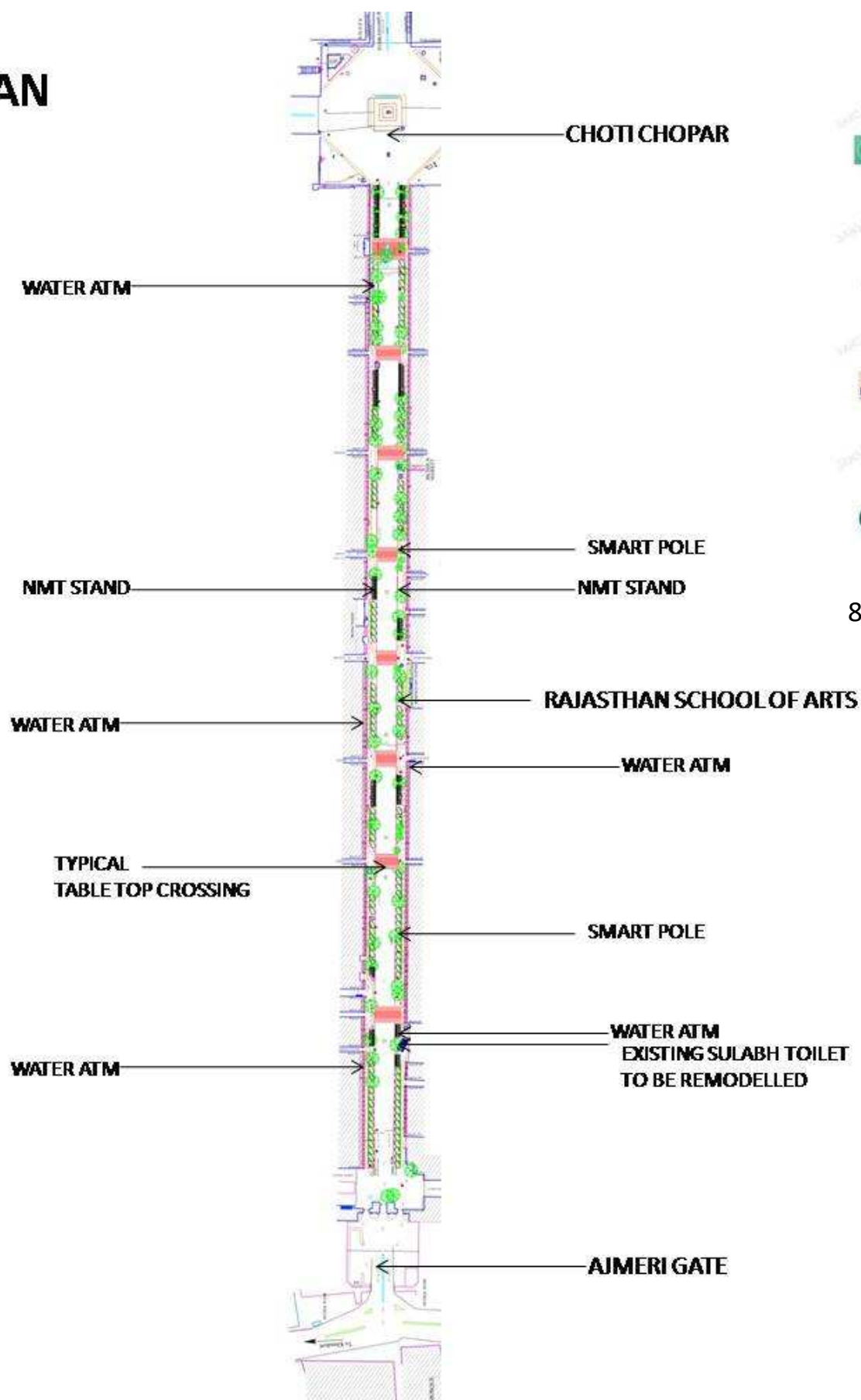
OVERHEAD CABLES, BROADBAND, HIGHMAST POLE



HAPHAZARD PARKING

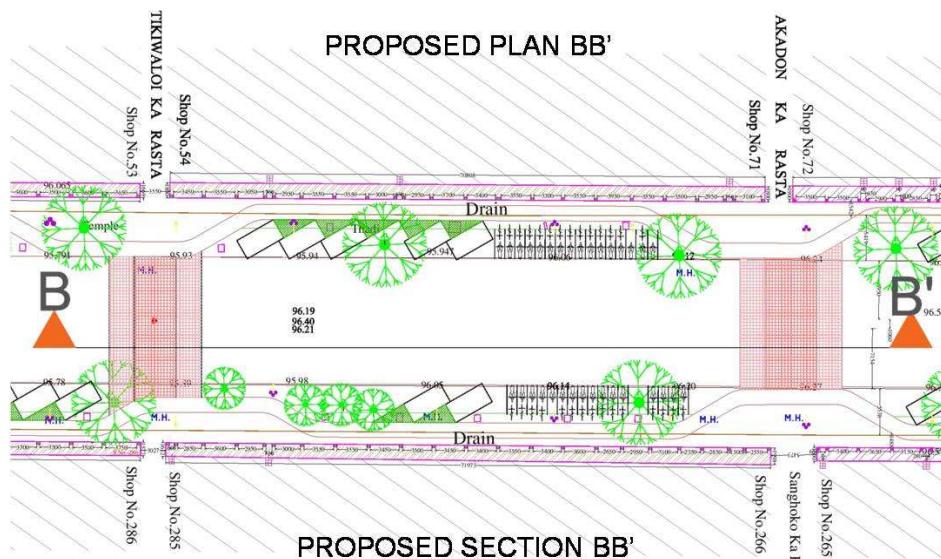
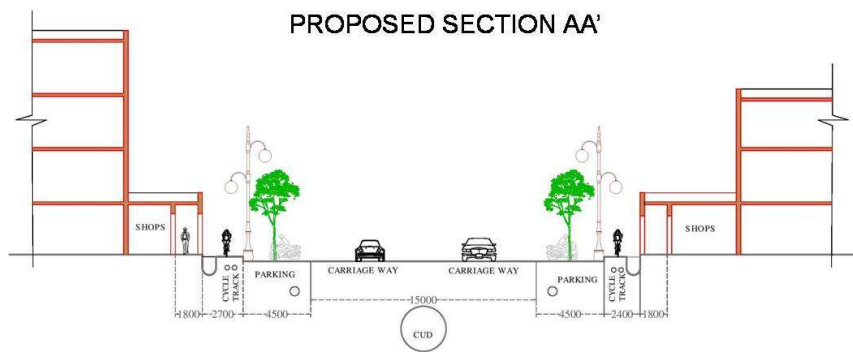
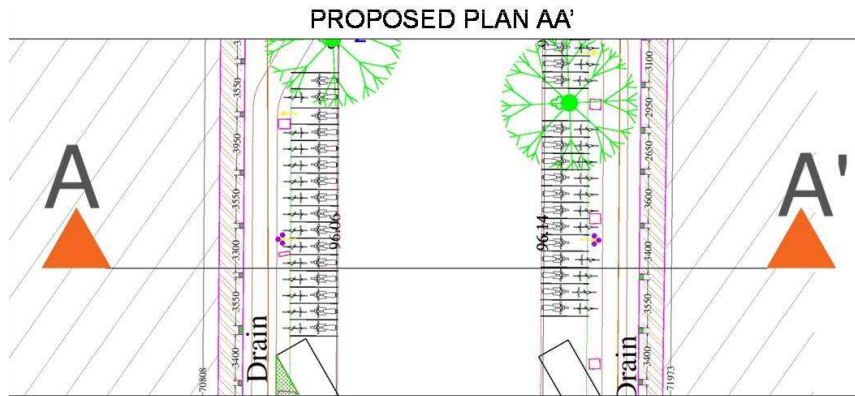
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AN



8. PROPOSED KEY PLAN

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Detailed Scope of work

The total scope of work of the Smart Road comprises of both civil works as well as smart components. **The scope of work of the present bid comprises of only the civil works. The smart components work is being done through another package. Since these are inter-related works, both the successful bidders need to coordinate their work for the successful completion of both the work. However, the package 1 Contractor will be the Main Contractor. There will be interaction meetings by the client which will be mandatorily attended by both the contractors.**

The Scope of work of the present bid is:

The site of the project Jaipur Smart City Roads comprises of 8 roads and 4 junctions.

The 8 roads are as under:-

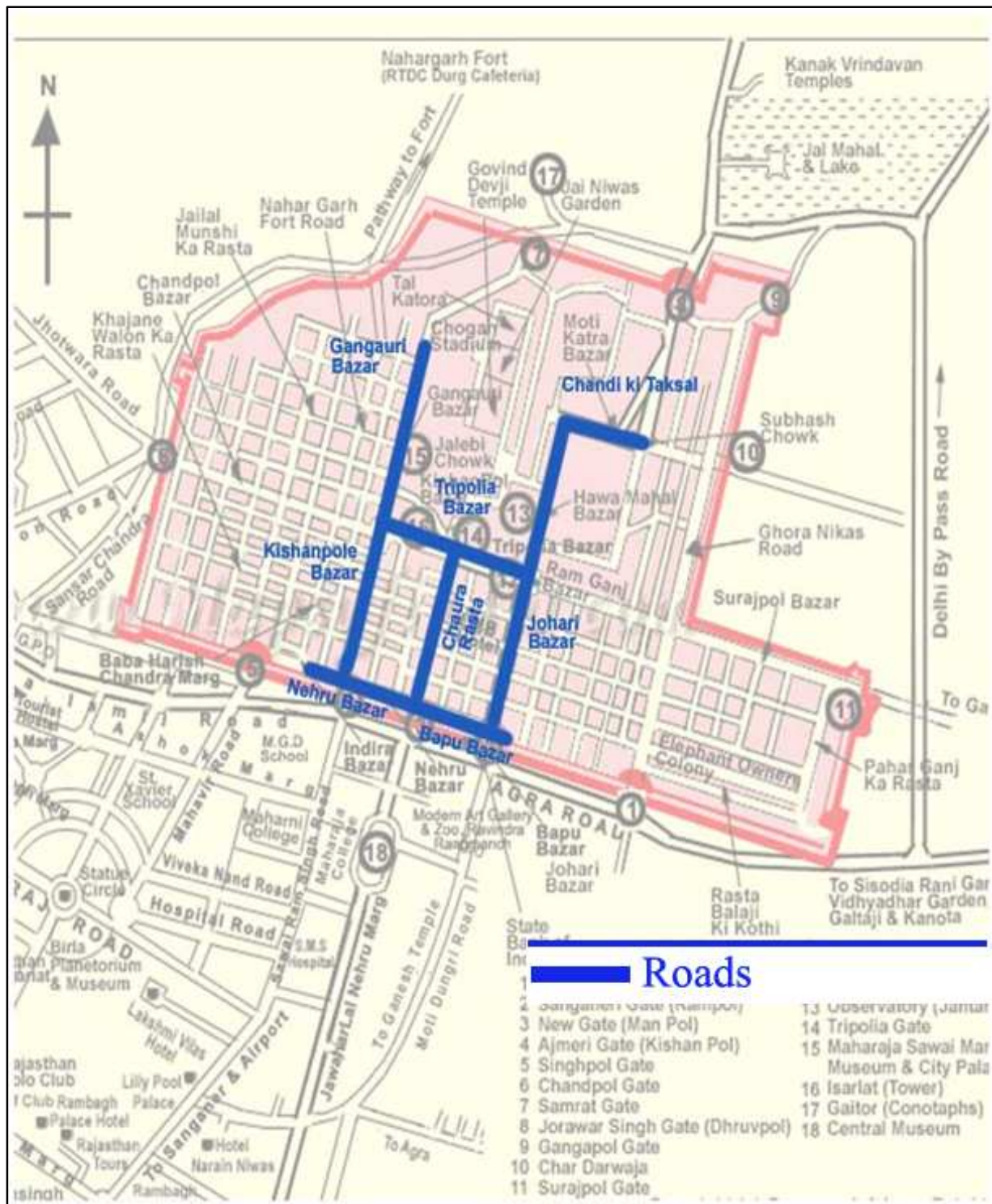
S.No.	Name of Road	Length In Mt
1	Kishan Pole Bazar	780
2	Choura Rasta (Naew Gate to Choura Rasta)	825
3	Johari Bazar (SanganeriGate to ChotiChoupar)	780
4	Tripolia Bazar (ChotiChoupar to BadaChoupat)	750
5	Gangori Bazar (ChotiChoupar to Langari Road)	705
6	Chandi Ki Taksal(BadaChoupar to ChardiChitaksal- SubhashChowk)	990
7	Nehru Bazar	383
8	Bapu Bazar	384

This makes it a total of 5597.00 mt road length in the walled city of Jaipur, Rajasthan.

The 4 junctions are as under:-

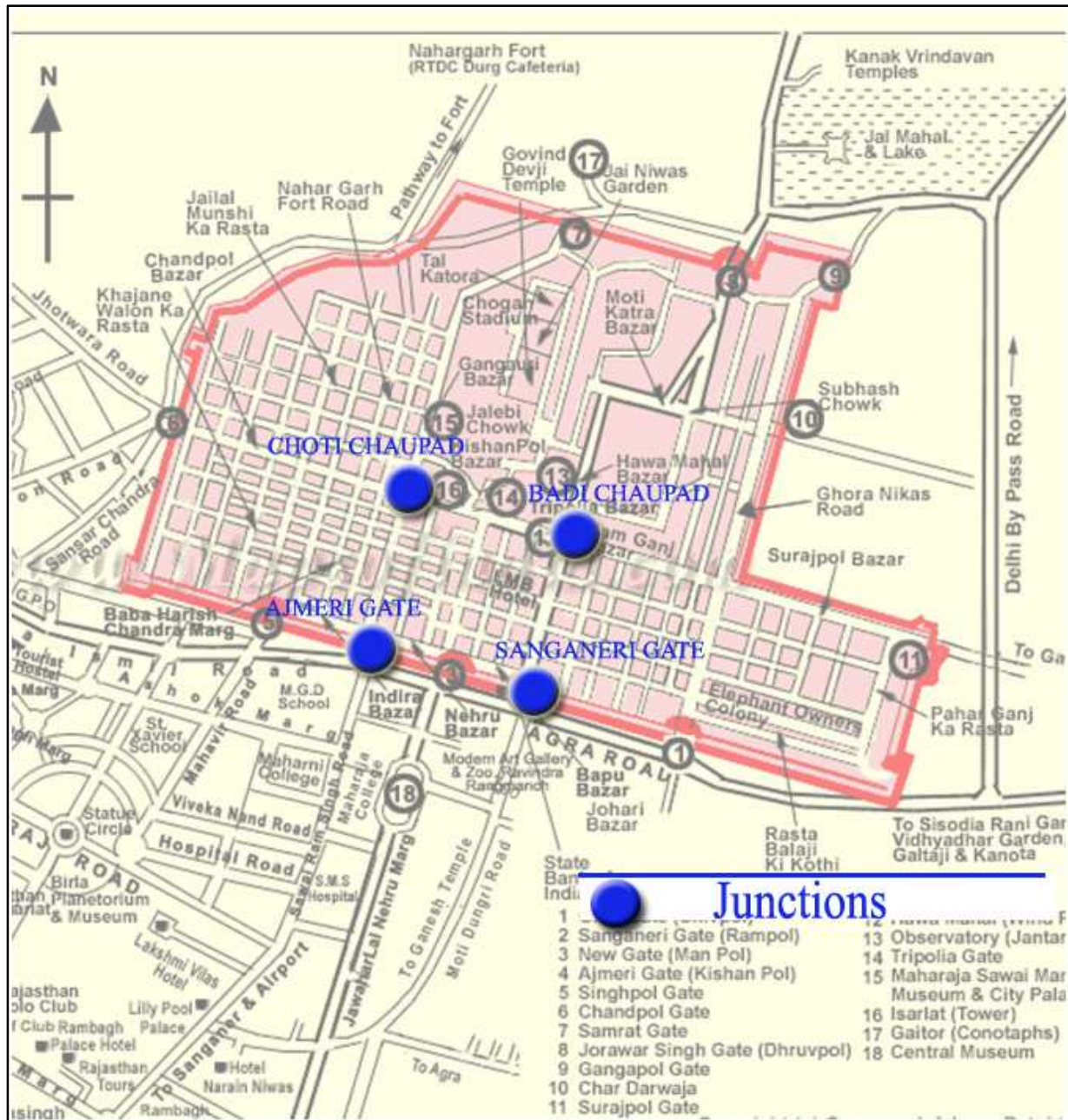
S.No.	Name of Junctions
1	Ajmeri Gate
2	ChotiChoupar
3	BadiChoupar
4	Sanganeri Gate

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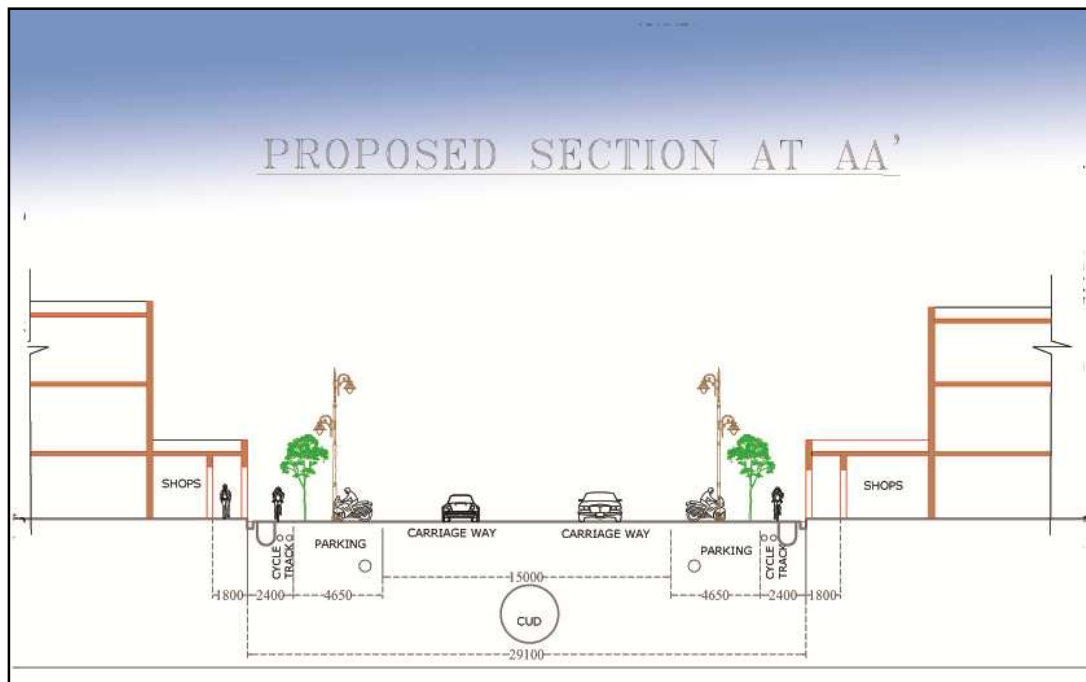


Index Plan showing the Roads to be taken up as part of the present bid

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Index Plan showing the Junctions to be taken up as part of the present bid



PROPOSED CROSS SECTION

Standards & Specifications

Manual of Specifications and Standards for Four Laning of Highways (IRC: SP: 84-2014), referred to herein as the Manual. All Materials, works and construction operations shall conform to the Manual of Specifications and Standards for Four -Laning of Highways (IRC: SP: 84-2014), referred to as the Manual, and MORTH Specifications for Road and Bridge Works 5th Revision 2013.

In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC, BIS, BS, ASTM, AASHTO and in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Authority's Engineer.

PAVEMENT DESIGN

Proposed pavement shall be only of Rigid pavement type. Pavement design shall be as per IRC-58-2015 Guidelines for the design of Plain Jointed Rigid Pavements for Highways. Rigid pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 30 years. Stage construction shall not be permitted. Under parking area cycle track and footpath rigid pavement should be provided.

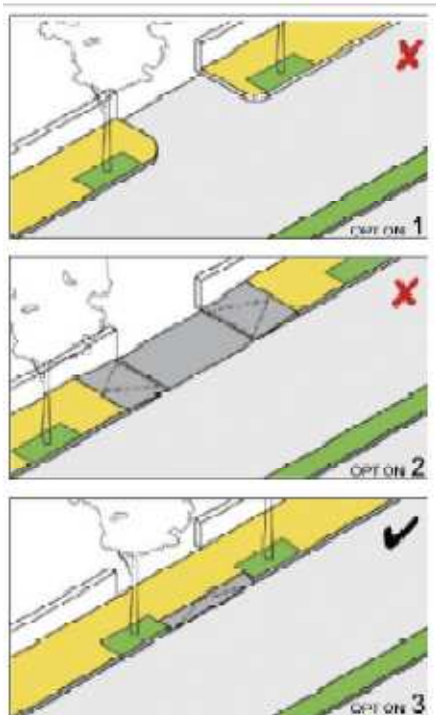
FOOT PATH

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Universal Accessibility guidelines will be followed in designing the foot path. The obstruction generally experienced in pavements will be suitably moved so that uninterrupted movement can be achieved. Sample designs are provided below:

EDGE DETAIL BETWEEN ROAD AND PAVEMENT

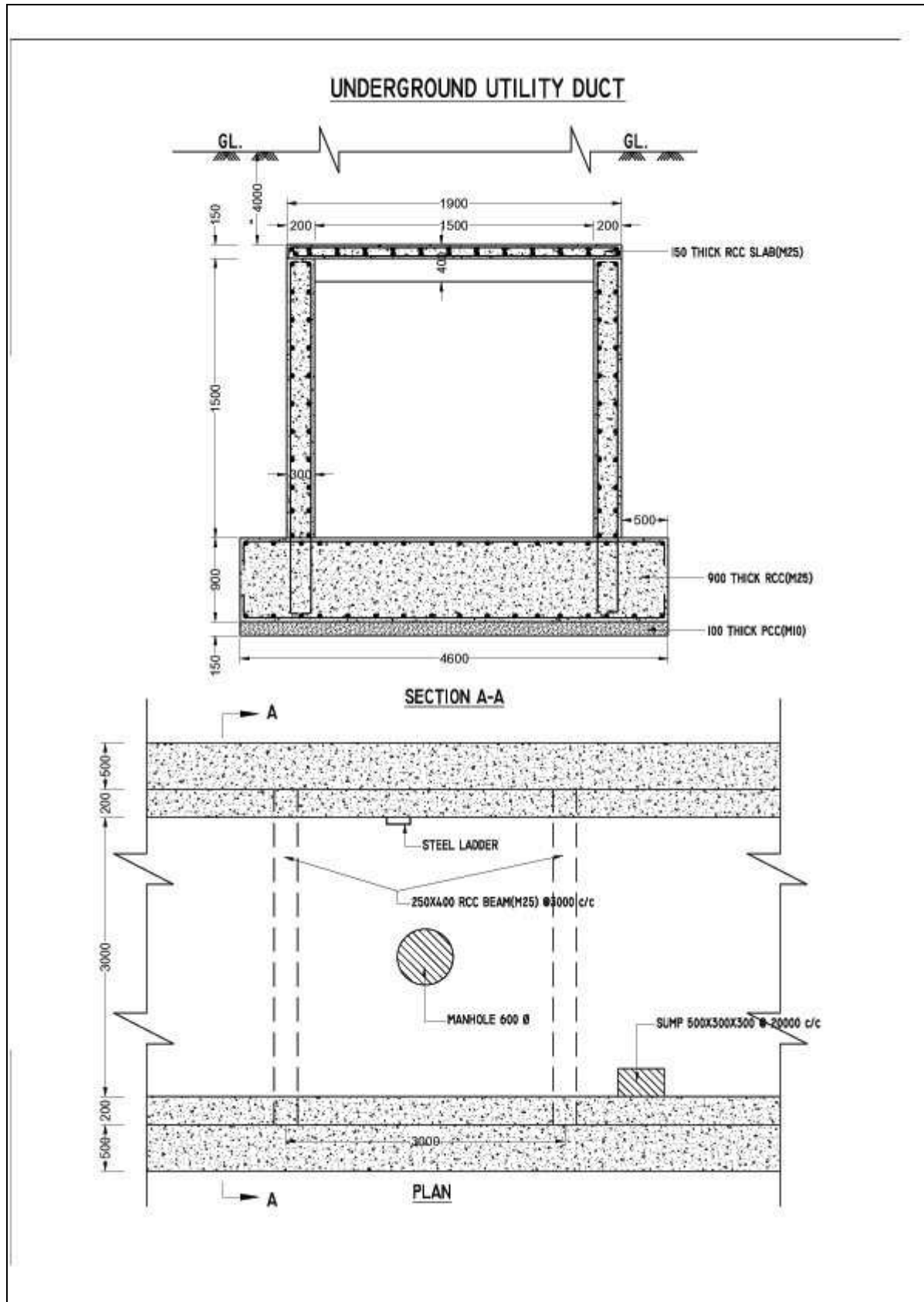


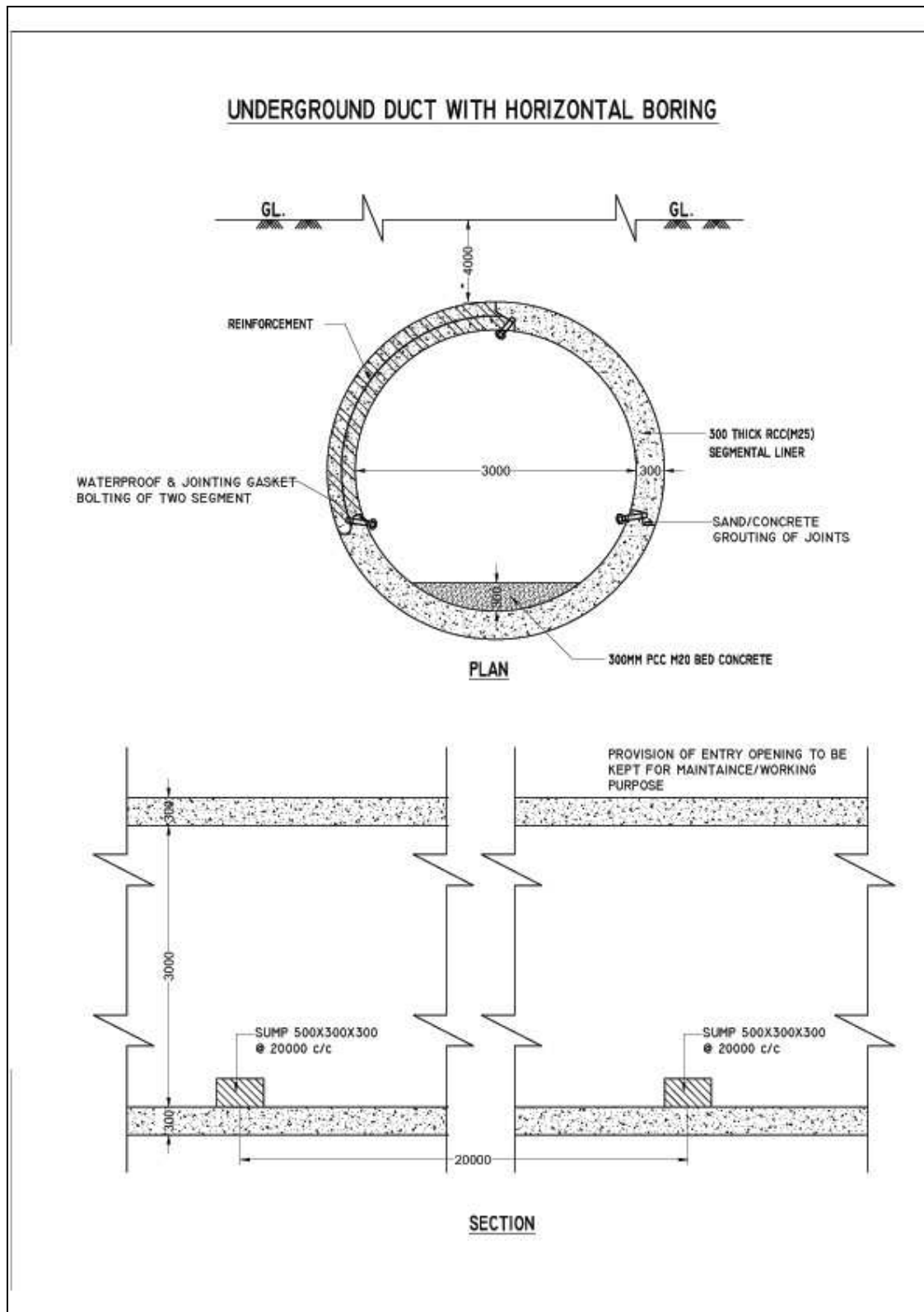
ROADSIDE DRAINAGE

Drainage system including surface and subsurface drains shall be provided. However drains shall be provided in the stretches based on Typical Cross Section as a minimum having the minimum size specified therein. Drains shall be of RCC. Detailed designs for the drains shall be provided and approved by the Authority.

UTILITY DUCT

Utility duct is to be developed to house the utilities. It will be made of RCC and two types of typical designs are shown below:





CROSS DUCTS

Pipe lines needs to be provided across the road at regular intervals for the utilities and services. This is necessary as rigid pavement is being proposed and disturbing the same is not possible at a later date.

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PROJECT FACILITIES

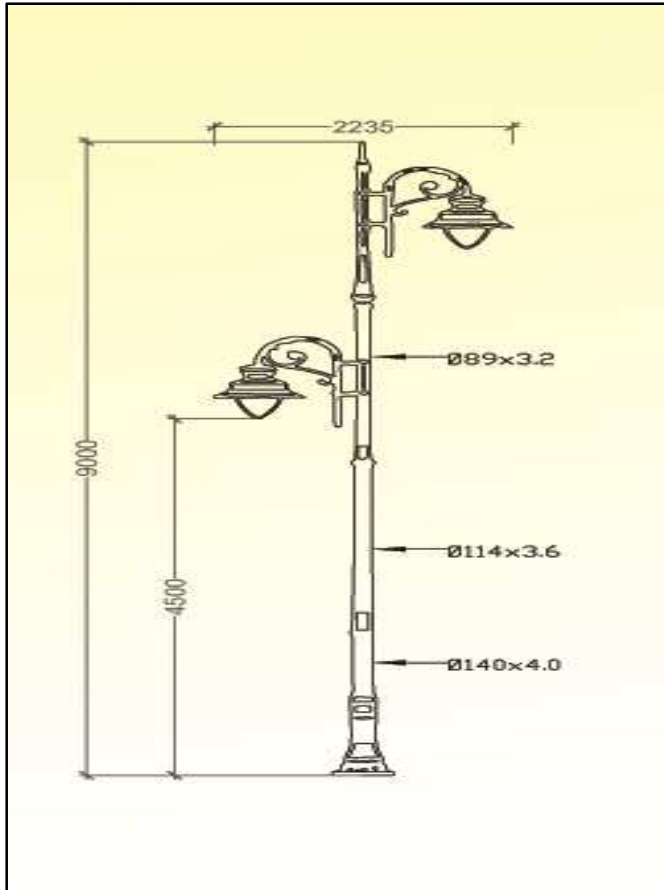
The Contractor shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

1. *Street Lights*
2. *Smart Dust Bins*
3. *Smart Toilets*
4. *Smart Water ATM*
5. *Bus Shelter*
6. *Street Furniture*
7. *Signage*
8. *Cycle Tracks*
9. *Table Tops*
10. *Junctions adjacent to Table Tops*
11. *Feeder Pillars*
12. *Landscape*

SPECIFICATIONS

1 Street Lights

The smart street lights shall be provided as per the design illustrated image below:



The street poles should be installed at the location as indicated in the cross section map. The spacing of the street poles and the type and luminance of the luminaire shall be so designed that Min 30 lux luminance is achieved. The detailed designs in support of the same shall be provided for approval.

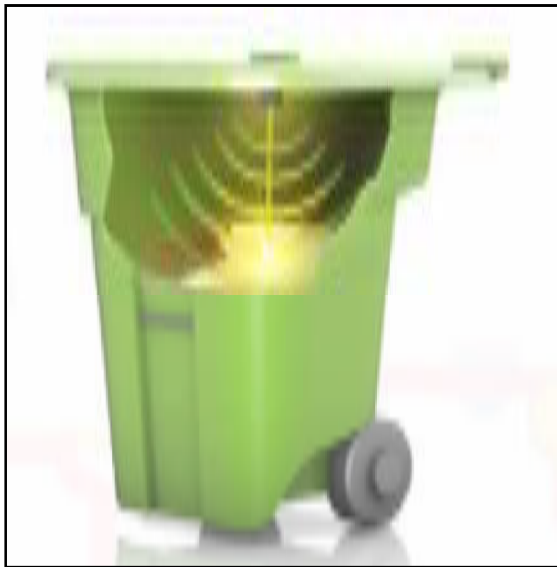
Supply and installation of decorative ornamental pole with double arm bracket. Total height of the pole with single arm bracket shall be 8000 mm nominal above the ground. The pole is made out of grooved mild steel tube/GI (MS sheet of TATA / Jindal-'B' class or equivalent) and cast iron base in three steps as shown in attached drawing. The MS/GI pipe shall be fixed inside from bracket to bottom base plate. The size of the base plate shall be 450X450X15 mm. Cast iron embellishments are fitted with the help of grub screws. A built-in service window is provided to accommodate a 6 Amp SP MCB and 32 amp heavy duty connector for mains connections in the bottom part of the pole as shown in the attached drawing. The different sections of the pole are joined together by means of welded joints. The decorative bracket is made out of mild steel, cast iron and cast aluminium. The mild steel, cast iron and cast aluminium part are joined together and are fabricated to get the desired design as per attached drawing. The decorative bracket should have the arrangement to fix the required luminaires. The bracket should have the arrangement suitable to be fitted on the required pole. The dimensions of the pole and bracket should be as per attached drawing. The decorative pole and single arm bracket shall be machined and polished properly to give it a smooth surface. The decorative pole with single arm bracket is duly pre-

treated and painted in UV ray resistant P.U. coating in approved colour shade. The coating should pass a minimum of 300 salt spray hours as per IS or ASTM testing methods. Decorative pole with single arm bracket shall be installed at desired location including foundation of the pole by making cement concrete foundation of 1:1.5:3 (1 cement : 1.5 course sand : 3 course stone aggregate 20/40 mm nominal size) with the help of anchor bolts and 38 mm GI sleeve as required. The minimum weight of the pole shall be 200 kgs. The grade of cast iron embellishments shall be FG-220.

2 Smart Dust Bins

Smart dust bins are proposed so that the waste is sorted at the collection stage itself.

Typical design of the smart dust bin is illustrated below:



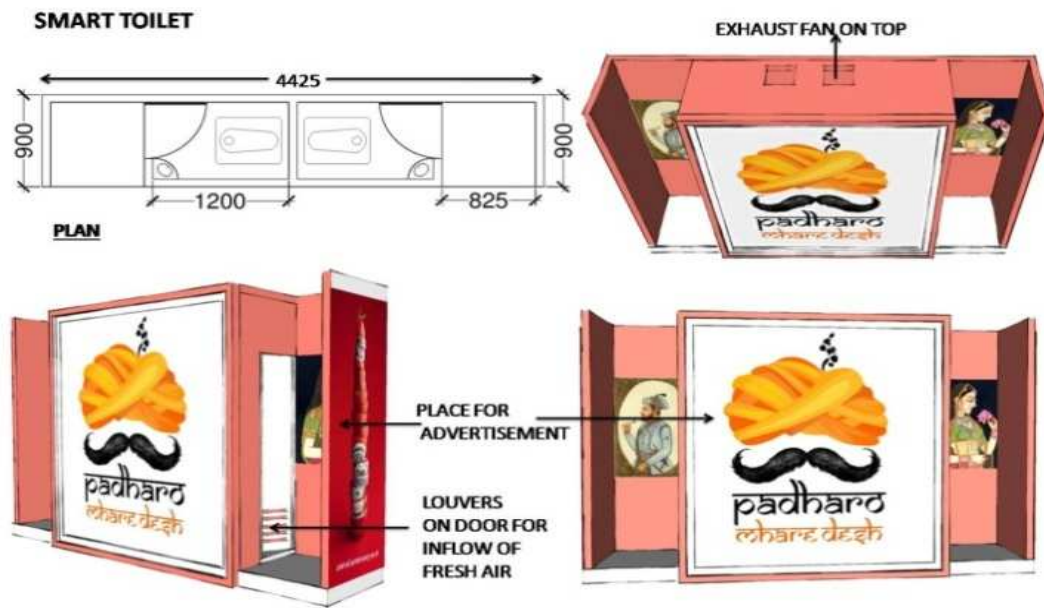
Material

The Smart dust bins will be made of Stainless steel (SS 304 grade). They will be covered with retro-reflective sheeting of Class 'C' Type IX.

Supply, Installation and commissioning of 120 liter capacity stainless steel smart litter bins with intelligent monitoring system, wireless ultrasonic and infrared sensors suitable to latest IoT and cellular network technologies facilitating data intelligence to drive operational efficiencies, optimized routes, asset tracking etc. Smart bins shall facilitate the operator to know the fill-level of smart litter bins, send optimized routes directly to collection vehicle drivers. The smart bin shall be of square body in plan with frame available in grade 316L marine grade stainless steel or in zinc plated and polyester powder coated steel, thermal resistant, tamper proof, raised pattern, unique aesthetic, shall prevent flyposting, provided two wheels with hooks to lift the bins through universal bin lifting arrangements provided in the refuse compactor vehicle. Smart bins shall be supplied in two different colours namely, green colour and white colour with embossing the type of waste to be placed, JSCL, JMC logo, RRR logo as per the direction on Engineer in charge.

3 Smart Toilets

The size and design of the smart toilet is provided below and should be followed.



The smart toilet will be coin operated and will have automatic/manual flush. It shall be designed with Stainless steel interiors and signage panel exteriors. The stainless steel will be SS 304 grade with advertisements in retro-reflective sheeting of Class 'C' Type IX.

4 Smart Water ATM

The design of the Smart water ATM is provided below:
It will be made of Natural Stone with thickness of 25-35mm.

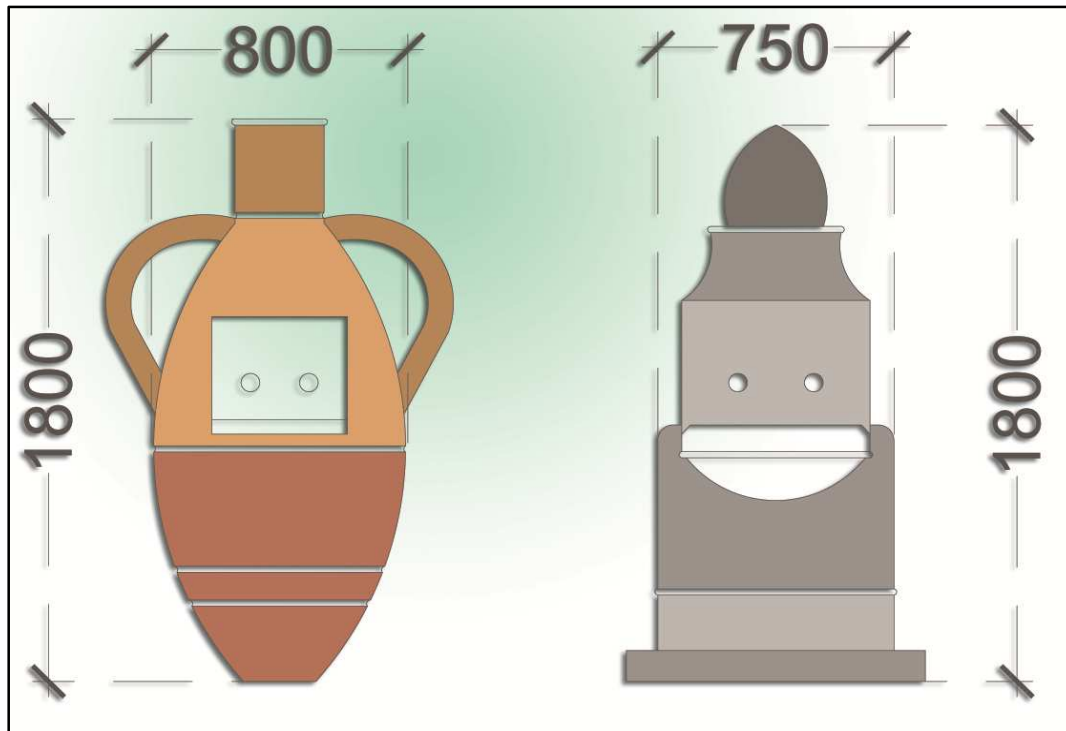
The Smart Water ATM would have technology to provide double purification of RO + UV + UF, which removes even dissolved impurities such as chemicals and salts with TDS controller to maintain essential natural minerals, thereby providing 100% safe & tasty drinking water, which is ideal for human consumption.

The Smart Water ATM purifiers are to remove all dissolved impurities like chemicals, pesticides, rust, etc in water while retaining essential natural minerals that are required in drinking water.

The purifier would have to the in-built capacity to purify water from different sources such as bore-wells, overhead storage tanks, water tankers and even municipal taps with in-built technology to allow the user, even to adjust the TDS level of purified water.

The Smart Water ATM would have 10 litres of purified water storage capacity with a unique water level indicator. The storage tank is to ensure continuous supply of purified water even in the absence of electricity or running tap water.

The computer controlled operation has to have two unique features (1) Filter Change Alarm and (2) UV Fail Alarm.



Illustrative design of Smart Water ATM

A Time based Filter Change Alarm is to notify the user to change filters. The UV Fail Alarm is to alert the user when the UV lamp becomes inefficient. In both the cases, power supply to the purifier is to be cut off, thereby ensuring that impure water is not delivered to the user.

The Smart Water ATM should use high-powered 11W UV lamp in order to provide complete deactivation of harmful micro-organisms. The high-wattage is to ensure better safety against harmful micro-organisms like bacteria and viruses.

A fully automatic operation should allow the purifier to begin purification whenever water level in the purified water storage tank falls below maximum and stop when the tank is filled or when there is no inlet water supply. This would be to ensure trouble free operation without any need of manual intervention.

The Smart Water ATM has to incorporate a built-in rugged SMPS (Switching Mode power supply) which is equipped to handle a wide range of input AC voltage (100 – 300 Volts) which enables the purifier to stay resilient towards frequent power fluctuations, which are a common problem in India.

The Smart Water ATM RO membrane housing should be spin-welded ensuring high quality permanent joints.

Welded housing to prevent tampering and improvement of membrane life.

All the fittings and components in the purifier are to be push (snap) fit to prevent leakages and wastage of water.

Additional protection against leakages are to be built-in by using rubber O-Rings inside the push-fit fittings.

Non-breakable feature of ABS plastic to ensures high durability & longer life of the purifier.

Food grade classification to ensure that no harmful chemicals leech into purified water.

THE SMART WATER ATM IS TO ENSURE THE FOLLOWING:

- A NINE stage water purification solution.
- Auto Membrane flushing system.
- Alkaline + Mineral cartridge.
- RO+UV+UF
- 100 GPD Membrane- High production rate.

Volume-I Section-IV: Bidding Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

- Auto shut off system.
- Tank full Reminder.
- Empty tank Reminder.
- RO purification indication.
- Technical Problem Reminder.
- Service Reminder.
- Filter replace reminder.
- Purification capacities of 15 LPH.
- Maintains the basic mineral content of the purified water.
- Performs satisfactorily when raw water is of 2500 ppm Max. TDS.
- Elimination of physical, suspended impurities, organic impurities, gases odor& microbial.

Bus Shelter

The illustrative design of the Bus shelter is provided below:



Illustrative design of Bus shelter

It will be made of Stainless steel and SS 304 grade. It will have retro-reflective sheeting of on the side faces. The back will be completely transparent so that view of the back ground is not obstructed.

6 Street Furniture

Natural Stone like Sandstone



7 Signage

The signage is an important element of road and will provide advance information about the situation about to come.

The various materials and fabrication of road signs shall conform to the following requirements:

Volume-I Section-IV: Bidding Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

- a. Concrete : Concrete shall be of M25 grade
- b. Reinforcing steel : Reinforcing steel shall conform to the requirements of IS 1786 unless otherwise specified.
- c. Bolts, Nuts and Washers: High strength bolts shall conform to IS 1367 whereas precision bolts, nuts etc. shall conform to IS 1364.
- d. Plates and Supports: Plates and support sections for the sign posts shall conform to IS 226 and IS 2062 or any other stated IS specification.
- e. Substrate: The substrate shall be either Aluminium sheeting conforming to IS 736 – Material Designation 24345 or 1900. Shoulder mounted ground signs with a maximum side dimension not exceeding 600 mm shall not be less than 1.5 mm thick and all other signs shall be at least 2 mm thick. The thickness of the sheet shall be related to the size of the sign and its support and shall be such that it does not bend or deform under prevailing wind and other loads.
- f. The retro-reflective sheeting shall be of Class C, Type IX.
- g. The letters size, size of the board, reflective sheeting etc., shall be as per the IRC 67-2012.

8 CycleTrack

Cycle track will have concrete base with color pigment added to give it a different look. Pavement marking will be as per the IRC: 35-1997.

9 Table tops

This being a busy bazar pedestrianisation should be encouraged and the vehicular speeds shall be reduced to allow the pedestrians to move safely. In order to ensure this table tops are proposed as per the standard design. These should use Cobble stone with size 5" x 5" x 5".



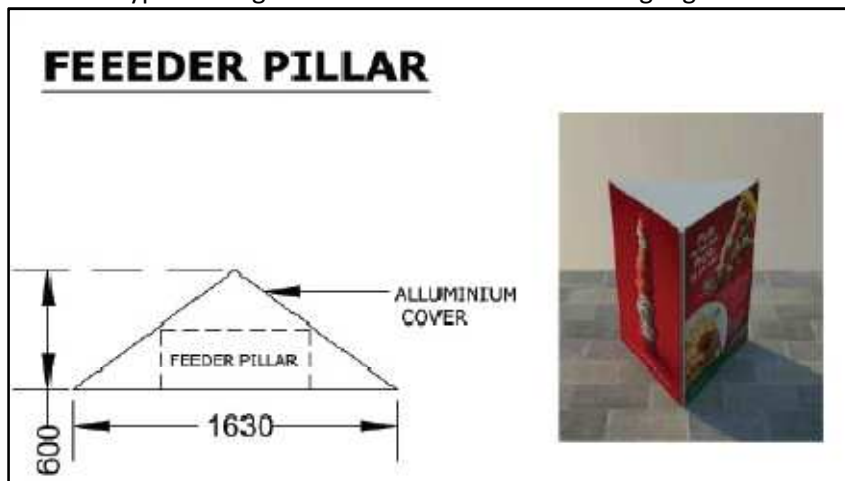
10 Junctions adjacent to table tops

Junctions adjacent to the table tops are to be developed with Mandana stone of size 700 x 570 mm thickness 30-40mm.



11 FeederPillar

Feeder pillars are existing on the foot path. They need to be relocated properly so that obstructions to the movement is unobstructed. Further it will be an eye sore if left as it is, hence it is proposed to use the opportunity to camouflage and use it for advertising or communication tool. The typical design is shown below: It will have signage material on aluminium substrata.



Volume-I Section-VI A: General Conditions of Contract
(work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

Section VIA

General Conditions of Contract

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General Conditions of Contract

A. General

1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.1 hereunder.
 - (d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
 - (e) **Compensation Events** are those defined in GCC 41.1 hereunder.
 - (f) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 52.1.
 - (g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
 - (h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
 - (j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (k) **Days** are calendar days; months are calendar months.
 - (l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (m) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (n) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
 - (p) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (q) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC**.
 - (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
 - (s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
 - (t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

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(work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

- (u) 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 **PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (v) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **"Party"** means the Employer or the Contractor, as the context requires.
- (y) **PCC** means Particular Conditions of Contract
- (z) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (aa) The **Project Manager** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (bb) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 45.1.
- (cc) The **Site** is the area defined as such in the **PCC**.
- (dd) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (ee) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ff) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (gg) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ii) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (jj) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,

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(work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

- (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
 - (i) any other document listed in the **PCC** as forming part of the Contract.
- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive

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- contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- a Defect which existed on the Completion Date,
 - an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - The activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **PCC** for the following events which are due to the Contractor's risks:
- loss of or damage to the Works, Plant, and Materials;
 - loss of or damage to Equipment;
 - loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - Personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Investigation Reports**
- 14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **PCC**, supplemented by any information available to the Bidder.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Designs by Contractor and Approval by the Project Manager**
- 17.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

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(work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

- 17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** **18.1 The Contractor shall be responsible for the safety of all activities on the Site.**
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit the JSCL to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the JSCL. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the JSCL.
- 23. Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes** 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the rate specified in the **PCC**, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither

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(work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the **PCC**.

B. Time Control

- 25. Program**
- 25.1 Within the time stated in the **PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the **PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 26. Extension of the Intended Completion Date**
- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for

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actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

- 30. Early Warning**
- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 31. Identifying Defects**
- 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests**
- 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects**
- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 34. Uncorrected Defects**
- 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price**
- 35.1 In the case of an admeasurements contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 36. Changes in the Contract Price**
- 36.1 In the case of an admeasurements contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

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- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
 - 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 37. Variations**
 - 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
 - 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
 - 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
 - 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
 - 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
 - 37.6 In the case of an admeasurements contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 38. Cash Flow Forecasts**
 - 38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 39. Payment Certificates**
 - 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
 - 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
 - 39.3 The value of work executed shall be determined by the Project Manager.
 - 39.4 The value of work executed shall comprise:
 - (a) In the case of an admeasurements contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
 - 39.5 The value of work executed shall include the valuation of Variations

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- and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 40. Payments**
- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 41. Compensation Events**
- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the

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- Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
- 42. Tax**
- 42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 44.1.
- 43. Currencies**
- 43.1 Where payments are made in currencies other than the currency of the Employer's country specified in the **PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 44. Price Adjustment**
- 44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
 $P_c = A_c + B_c \text{ Imc/loc}$
where:
 P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."
 A_c and B_c are coefficients specified in the **PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and
 Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."
- 44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
- 45. Retention**
- 45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.
- 46. Liquidated Damages**
- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment,

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- calculated from the date of payment to the date of repayment, at the rates specified in GCC 40.1.
- 47. Bonus** 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 48. Advance Payment** 48.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC**, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 49. Securities** 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the **PCC**, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.
- 50. Day works** 50.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
- 51. Cost of Repairs** 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- E. Finishing the Contract**
- 52. Completion** 52.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
- 53. Taking Over** 53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 54. Final Account** 54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The

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Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

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

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

56. Termination

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **PCC**.
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

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

57. Fraud and Corruption

57.1 JSCL requires that Contractors, Subcontractors, manufacturers, and Consultants under JSCL-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the JSCL:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

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- (ii) “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;
 - (iii) “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 actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (b) will cancel the portion of the allocated to a contract if it determines at any time of the engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without having taken timely and appropriate action satisfactory to the JSCL to remedy the situation; and
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a JSCL-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a JSCL-financed contract.

58. Payment upon Termination

- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

60. Release from Performance

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

SECTION VIB: PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract shall complement, amend, supplement the GCC and the Clause Numbers provided herein refer to the same Clause Numbers provided in the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. This Section shall therefore be read in conjunction with Section VI of the Bid Documents.

Clause 1: Definitions

Replace Clause 1.1 (q); the **Employer** is the Executing Agency, Jaipur smart City Limited represented by the Chief Executive Officer, Jaipur Smart City Limited.

Replace Clause 1.1(aa); the Project Manager is the Chief Project Manager, Project Management Consultants of Jaipur smart City Limited (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

Add Clause 1.1(kk); the **Notice to Proceed** is the notice issued by the Project Manager to the Contractor to proceed with the Works. Whenever possible the Notice to Proceed will be issued by the Project Manager immediately upon signing of the Contract, or as soon thereafter as is feasible considering the availability of the Site and other relevant factors.

Replace Clause 1.1(ff); the **Start Date** is the date as specified in the Notice to Proceed. This is the date when the Contractor can commence work on the Contract, but does not necessarily coincide with Possession Date of all the locations of Site.

Clause 1.1(jj) The work is described in the Employers Requirement-Section V.

Clause 2: Interpretation

2.2 Sectional Completion will be not allowed.

Clause 3: Language and Law

3.1 The law which shall govern the conduct of the Contract and according to which the Contract shall be construed is that in force in the State of Rajasthan, India. The language of the contract shall be in English.

Clause 6: Communications

Add Sub Clause 6.2 as below:-

6.2 Any notification under this Contract shall be served on the party concerned when received by telex, hand delivery, courier delivery, or registered letter at the addresses listed in the Contract Data Any notification under this Contract shall be served at the addresses provided below:

Address of the Contractor:

Name: _____

Address: _____

Address of the :

Project Manager,
Project Management Consultants
Jaipur Smart City limited
JNN Jaipur.

Clause 7: Sub-Contracting

7.1 Add the following Paragraphs to Sub-clause 7.1:

"The Contractor shall not sub-contract more than 50% of the awarded work, other than related to supply of equipments and machinery under the contract. Sub-contracting shall not alter the Contractor's obligation. The Contractor shall submit a list of sub-contractors along with their credentials about (a) Technical capacity, (b) Financial capability and (c) the Experience of similar work, which is proposed to be

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sub-contracted. The Project Manager shall scrutinize the offers submitted by the Contractor, and shall approve the sub-contractors based on their overall capability to execute the proposed sub-contracted work. The agreement between the Contractor and each sub-contractor shall be submitted by the Contractor to the Project Manager and would require approval of the Project Manager. Such agreement between the Contractor and sub-contractor should be reasonable, workable and justified.

If at any stage during execution, a sub-contractor is found working at Site without prior approval of the Project Manager, than the work being done by such Contractor shall be stopped at Site and payment to the Contractor for that particular work shall not be made by the Project Manager.

It shall be responsibility of the Contractor to ensure that no unauthorized sub-contractor works on any work Site."

Provided that the Contractor shall not be required to obtain such consent for:

- a) The provision of labors,
- b) The purchase of materials which are in accordance with the standards specified in the Contract, or
- c) The subcontracting of any part of the works for which subcontractor is named in the Contract.

Clause 8: Other Contractors

8.1 There is no parallel contract going on.

Clause 9: Personnel & Equipments

9.1 Add the following:

The Contractor shall provide details of the following Schedule of Key Personnel which summarizes their qualifications and experience.

Schedule of Key Personnel

Position	Name	Nos.	Qualification	Total Years of Experience	Years of Relevant Experience
Sr. Site Engineer / Project Incharge		1	B.E.(Civil)	12 years	7 years
Site Engineer		1	B.E.(Civil)	7 years	3 years
Site Supervisor		1	Diploma in Ele./Civil Engg.	5 years	3 years
Quality Control Engineer / Lab Technician		1	Diploma in Civil Engg.	3 years	3 years
Surveyor		1	Diploma / ITI in Civil Engg.		

The Contractor shall appoint reputed Consultant for the design of the road and related works. The Consultant should employ the following experts, inter alia for the present work specifically:

1. Highway Engineer
2. Pavement Engineer
3. Urban Planner
4. Urban Designer
5. Landscape expert
6. Electrical Engineer
7. Utility Engineer
8. Infrastructure Engineer

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Clause 11: Employer's Risks

Replace Clause 11.1 with the following:

11.1 The Employer shall be responsible for excepted risks which are (a) insofar as they directly affect the execution of the Works in the Employer's country, 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 (b) a cause due solely to the design of the Works, other than the Contractor's design

Clause 13: Insurance

13.1 The minimum amount of Third Party Liability insurance cover shall be Rs 10,00,000 (*Rupees ten Lakhs only*) per occurrence or event, with the number of occurrences not less than four. The Contractor shall promptly notify the Project Manager of each claim made under the Third Party Liability coverage, and shall renew the Third Party Insurance after each such occurrence in order to maintain the number of covered occurrences at not less than four.

The minimum coverage against damage to the Works and materials during construction shall be Rs. 5,00,000 (*Rupees Five Lakhs only*).

Clause 14: Site Investigation Reports

14.1 Site Investigation Reports are as detailed in Section V, Work Requirements.

Clause 16: The Works to Be Completed by the Intended Completion:-

1.1 In continuation to paragraph 16.1, add the following:-

The successful bidder will be expected to complete the works within 24 months from the Start Date, which shall be the date of issue of the Notice to Proceed or such other Start Date as may be specified in the Notice to Proceed.

Clause 17: Designs by Contractor and Approval by the Project Manager

1.2 In continuation to paragraph 17.1, add the following:-

17.1 The scope to carry out designs & drawings are as specified in Section V, Work Requirements.

Clause 20: Possession of Site

Replace clause as per following:-

The employer will give possession of the sites as elaborated in the Notice to Proceed on the Date of Start as mentioned in NTP. The remaining sites shall be made available in accordance to the agreed "Program of Work" and in general, sites shall be kept available with the contractor for the works proposed to be carried out during the next three months. The contractor will not be entitled to any delay or compensation event unless his work as per the agreed "Program of Work" is actually held up because of delay in the Employer's hand over of the site to the contractor. Refer Section V, Work Requirements for further details.

Clause 23.1 & 23.2: Appointment of the Adjudicator

Delete clause 23.1 & 23.2 in its entirety.

Clause 24: Disputes

Delete Clause 24 in its entirety and replace it with the following:

24.1 Project Manager's Decision: If any dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of Works or after their completion, and before or after repudiation or other termination of the Contract, including any dispute as to:

- a) the meaning of the specifications, designs, drawings and instructions herein before mentioned,
- b) the quality of the workman ship or materials,
- c) any opinion, instruction, determination, certificate or valuation of the Project Manager, or
- d) any other question, claim, right matter or anything whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, conditions, orders or the failure to execute the same,

The dispute shall, in the first place, be referred in writing to the Project Manager who has jurisdiction over the Works specified in the Contract, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than 28 (twenty eight) day after the day on which he received such reference the Project Manager shall give written

notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Subject to the other forms of settlement hereinafter provided, the Project Manager's decision in respect of every dispute or difference so referred shall be final and binding upon the Contractor and the Employer. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Project Manager until or unless the same shall be revised in an amicable settlement or as hereinafter provided.

24.2 Remedy When the Project Manager's Decision is Not Accepted: If either the Employer or the Contractor be dissatisfied with any decision of the Project Manager, or if the Project Manager fails to give notice of his decision on or before 28 (twenty eight) days after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth day after the day on which he received the notice of such decision, or on or before the twenty eighth day after the day on which the said period of 28 days expired, as the case may be, give notice to the other party, with a copy to the Project Manager, of his intention to commence arbitration for settlement of the dispute.

If the Project Manager has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no written notice to commence arbitration has been given by either the Employer or the Contractor on or before the twenty eight day after the day on which the parties received notice as to such decision from the Project Manager, the said decision shall become final and binding upon the Employer and the Contractor.

24.3 Amicable Settlement: Where notice of intention to commence arbitration has been given in accordance with Sub-Clause 24.3, arbitration shall not be commenced unless an attempt has first been made by the parties to settle the dispute amicably. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which the notice of intention to commence arbitration was given, whether or not any attempt at amicable settlement thereof has been made.

24.4 Arbitration: Any dispute in respect of which:

a) **the decision, if any, of the Project Manager has not become final and binding pursuant to Sub-Clause 24.3, and**

b) **Amicable settlement has not been reached within the period stated in Sub-Clause 24.5, shall be finally resolved by arbitration. The arbitration will take place in accordance with Indian Arbitration and Conciliation Act 1996 and the arbitration will take place at Jaipur. Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.**

24.5 Contractor to Execute Work Pending Settlement: Whether the dispute is referred to the Project Manager to Adjudicator, to amicable settlement, or to the law courts, as the case may be, the Contractor shall, unless the Contract has been repudiated or terminated, proceed to execute and complete the Works with all due diligence pending settlement of the said dispute or differences.

Add Clause 25: Program:

25.1 An indicative program of work is given in the section V (Scope of Work). The contractor is required to submit his own Program generally in line with the indicative work program within 28 days of the issue of the Letter of Acceptance showing the general methods, arrangements, order and timing for all the activities in the Works. The Work program given by Contractor should give output more than or equal to the output indicated in Indicative Work Plan. In case of lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. In case the contractor fails to submit an acceptable program, the indicative work program will be applicable for further control of progress of work. The Contractor shall submit the detailed method statement defining Contractor's methodology for construction backed with his proposal for construction equipment planning & deployment duly supported with broad output calculation & details of quality control procedure proposed to be adopted. The Drawings for any particular activity shall be issued to the contractor at least 30 days in advance of the schedule date of the start of the activity as per the approved program.

Clause 25.3

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The Contractor shall provide an updated Work Program by the last day of each Month, which shall clearly demonstrate the actual progress achieved on each activity, the effect of the progress achieved on the timing of the remaining work, and the proposed changes in activities that will enable the Contractor to complete the Works within the Intended Completion Date. In case the Contractor fails to submit an updated Work Program within this time limit, the Project Manager will be entitled to withhold an amount of Rs. 1,00,000/- (Rupees One lakh only) Or 1% of the Contract Value (Whichever is more) from the next payment certificate, and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

Add the following sub-Clauses

25.5 If in the opinion of the Project Manager, the work on site is not progressing satisfactorily in accordance with the mutually agreed "Work Programme" and the delay is likely to effect the overall completion of the work within the intended date of completion, he may by a written notice to the Contractor ask him to expedite the works within 15 days suitably to make for deficiencies.

25.6 If the contractor fails to take appropriate action in time in pursuance of 25.5, the Project Manager may by another notice inform him the components of work that will be carried out by him through another agency in parallel to the other activities being carried out by the contractor at his cost with a view of expediting the works and reducing delays. The value of the work so carried out will be credited to the contractors account, but he will not be responsible for the quality of the said work. The Project Manager will recover the cost spent plus 5% for supervision charges from the next bill or

If the contractor fails to take appropriate action in time in pursuance of 25.5, the Project Manager may withheld 25% amount of the delayed part of the work from the next running bills, till the contractor achieves the progress as per the agreed Work Plan.

25.7 In addition to the Updated Program, Monthly updated progress reports shall be prepared by the Contractor and submitted to the Project Manager in six copies in the first week of every calendar month. Reporting shall continue 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. Each report shall include:

- (a) photographs and detailed descriptions of progress.
- (b) charts showing the status of Construction Documents, purchase orders, manufacture and construction;
- (c) records of personnel and Contractor's Equipment on Site;
- (d) copies of quality assurance documents, test results and certificates of Materials;
- (e) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

Comparisons of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects.

Clause 31: Identifying Defects:

Add the following Sub-Clauses 31.2

Unless otherwise indicated elsewhere in the contract, the Quality Assurance and Quality Control (QA/QC) document, as issued by the RUIDP, shall be followed. The Contractor, prior to commencement of permanent works at site shall set up his own laboratory, with prior notification to the Employer's Representative as defined in Section V.

Clause 33: Correction of Defects:

Replace Clause 33.1 as per following:-

33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the physical completion date specified in the completion certificate/ taking over certificate and will end upto 365 days thereafter. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

The **Defect Notice Period** is 365 (three sixty five) Days from the date of completion mentioned in the certificate of Completion pursuant to the provisions of Clause 48.

Add clause 33.3

33.3 The Project Manager shall certify that all Defects have been corrected. If the Employer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Works Contract Price. If the Employer accepts the quotation, the corresponding change in the Contract Price is a Variation. The Defects Correction Period is 14 (fourteen) Days from the date of receipt by the Contractor of the Employer's notice to correct any Defects in the Works.

Clause 34 Uncorrected defects

Replace the clause with the following:-

If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager may have the defect corrected by other contractor(s) and recover the cost paid for the same plus 5% for supervision charges from any amount due to the contractor.

Clause 35: Contract Price

Replace Clause 35.2 in its entirety and add the following sub clauses

35.2 PROVISIONAL SUM

"Provisional Sum" means a sum included in the contract and so designated in the bill of quantities for the execution of any part of the works or for the supply of goods, materials, plants or services or for contingencies, which sum may be used, in whole or parts, or not at all, on the instructions of the Project Manager. The contractor shall be entitled to get reimburse only such amounts in respect of the work, supply of contingencies to which such provisional sums relate as the Project Manager shall determined in accordance with this clause. The Project Manager shall notify the contractor of any determination made under this sub clause, with a copy to the Employer.

35.3 Use of Provisional Sum

In respect of every provisional sum the Project Manager shall have authority to issue instructions for the execution of work or for supply of goods, materials, plant or services by (a) the contractor, in which case the contractor shall be entitled to an amount equal to the value thereof determined in accordance with clause 39,

35.4 A handling fee of 5% (Five percent) of provisional sum (Paid) shall be payable to the Contractor on the actual cost of any approved expenditures under as Provisional Sum items.

36. Changes in the Contract Price

Replace clause 36.1(a) with the following:-

In the case of an admeasurement contract:

- (a) If the final quantity of the work done exceeds from the quantity in the Bill of Quantities for the particular item by (higher of (i) & (ii) resultant) -
 - i. Upto 25 percent, or
 - ii. The individual item total cost upto 2 lakhs or 1 percent of the Initial Contract Price, on the basis of BOQ,(whichever is lesser) irrespective of the percentage excess in the quantity, then rates will be as per BOQ.

In case the final quantities exceed the above limits then for the excess quantities, then the rates for the excess quantities more than the above limits shall be adjusted to allow for the changes as described in Clause 37. There shall be no adjustment to allow for the change in case of lesser quantities executed than the BOQ.

Delete Clause 36.2 in its entirety.

37: Variations

Delete Clause 37 in its entirety and replace with following

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

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- 37.2 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.3 The Schedule of Rates (SOR) of month Sept, 2013 RUIDP shall be followed for excess BOQ items, for quantities other than mentioned in Clause 36, the basis of approval of variation will be as per following:-
- a. On the rates of SOR mentioned as above, with effect of overall bid premium for the BOQ and Non-BOQ SOR items in the Contract which are in the SOR. These items will be treated like item included in original BOQ and will be eligible for any price escalation in accordance with the contract provisions.
 - b. In the case of composite items consisting of non-SOR and/or SOR; the items contained in the SOR will be analyzed on the basis of SOR rates with tender premium & escalation effect in accordance with the RBI price index and the non-SOR on the rate analysis on the basis of market rates as approved by the Project Manager plus 10% overhead charges against the fulfillment requirement of contract and 10% contractors profit on the above cost.
- 37.4 The effect of excise/ custom duty exemption, for which Project Authority Certificate will be issued, will be compensated in the rate of variation items.
- 37.5 For Clause 37.3(c), the Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.6 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.7 The Project Manager may require any variation of the form, quality or quantity of the Works of any part thereof that may in his opinion be necessary to satisfactorily complete the work or for any other reason in his opinion, be appropriate, He shall have the authority to instruct the Contractor to carry out the work accordingly. The variations can be:
- a) Increase or decrease the quantity of any work included in the Contract.
 - b) Omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor)
 - c) Change the character or quality or kind of any such work
 - d) Change of levels, lines, position and dimensions of any part of the works
 - e) Execute additional work of any kind necessary for the completion of the works, or necessary for the completion of the works, or
 - f) Change of any specified sequence or timing of construction of any part of the works.
- 37.8 The contractor will be obliged to carry out the work and no such variation shall in any way vitiate or invalidate the Contract.

Clause 38: Cash Flow Forecast

38.1: Delete the last sentence of Sub-Clause 38.1 and replace it with the following:

"All cash flow forecasts shall be denominated in Indian Rupees."

Clause 39: Payment Certificates

Delete Clause 39.4 (b) in its entirety

Add the following Sub-Clauses 39.7.

39.7 Deductions from the Payment Certificates will be made towards Income Tax, Sales Tax, Turnover Tax, and Royalties, as per provisions of the statutory authorities, in force from time to time in the State of Rajasthan.

Clause 40: Payments

Contract Price

- 40.1 The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of Rs. (Rs.) (the “**Contract Price**”), which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the Contract Price shall not include the cost of Maintenance which shall be paid separately. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate.
- 40.2 The Contract Price includes all duties, taxes, royalty, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement.
- 40.1.3 The Contract Price shall not be adjusted for any change in costs stated in Clause 40.2 above, except as stated in Price adjustment.
- 40.1.4 The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement.
- 40.1.5 Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for the Works under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Project Highway.
- 40.1.6 All payments under this Agreement shall be made in Indian Rupees.

40.2 Advance Payment

- 40.2.1 The Authority shall make an interest-free advance payment (the “**Advance Payment**”), equal in amount to 10 (ten) percent of the Contract Price, for mobilisation expenses and for acquisition of equipment. The Advance Payment shall be made in three instalments. The first instalment shall be an amount equal to 2% (two percent) of the Contract Price, the second instalment shall be equal to 3% (three percent) of the Contract Price, and the third instalment shall be equal to 5% (five percent) of the Contract Price.
- 40.2.2 The Contractor may apply to the Authority for the first instalment of the Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, to remain effective till the complete and full repayment thereof.
- 40.2.3 At any time after 30 (thirty) days from the Appointed Date, the Contractor may apply for the second instalment of the Advance Payment along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment,, to remain effective till the complete and full repayment thereof.
- 40.2.4 At any time, after 60 (sixty) days from the Appointed Date, the Contractor may apply to the Authority for the third instalment of the Advance Payment along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, to remain effective till the complete and full repayment thereof.
- 40.2.5 The first, second and the third instalments shall be paid by the Authority to the Contractor within 15 (fifteen) days of the receipt of its respective requests in accordance with the provisions of this Clause 19.2.
- 40.2.6 Each instalment of Advance Payment shall be repaid by the Contractor to the Authority no later than 365 (three hundred and sixty five) days from the respective date of Advance

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Payment.

- 40.2.7 The Contractor shall repay each instalment of the Advance Payment on or before the due date of repayment. In the event of the Contractor's failure to make the repayment on time, the Authority shall be entitled to encash the Bank guarantee for Advance Payment. The Parties expressly agree that for any delay in repayment of the Advance Payment, the Contractor shall pay interest to the Authority for each day of delay, such interest to be calculated at the rate of 18% (eighteen per cent) per annum.
- 40.2.8 If the Advance Payment has not been fully repaid prior to Termination, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. Without prejudice to the provisions, in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest at the rate of 10% (ten per cent) per annum from the date of Advance Payment to the date of recovery by encashment of the Bank Guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on each instalment of the Advance Payment, regardless of whether the instalment or any part thereof has been repaid to the Authority prior to Termination.

40.3 Procedure for estimating the payment for the Works

- 40.3.1 The Authority shall make interim payments to the Contractor as certified by the Project Manager on completion of a stage, in a length, number or area as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage.
- 40.3.2 The Contractor shall base its claim for interim payment for the stages completed till the end of the month for which the payment is claimed, supported with necessary particulars and documents in accordance with this Agreement.
- 40.3.3 Any reduction in the Contract Price arising out of Change of Scope or the works shall not affect the amounts payable for the items or stage payments thereof which are not affected by such Change of Scope or withdrawal. For avoidance of doubt and by way of illustration, the Parties agree that if the amount assigned to Major

Bridges is reduced from Rs. 100 crore to Rs. 80 crore owing to Change of Scope or withdrawal of work, the reduction in payment shall be restricted to relevant payments for Major Bridges only and the payment due in respect of all other stage payments under the item Major Bridges shall not be affected in any manner. The Parties further agree that the adjustments arising out of the aforesaid modifications shall be carried out in a manner that the impact of such modifications is restricted to the said Change of Scope or withdrawal, as the case may be, and does not alter the payments due for and in respect of items or stage payments which do not form part of such Change of Scope or withdrawal.

40.4 Stage Payment Statement for Works

The Contractor shall submit a statement (the "Stage Payment Statement"), in 3 copies, by the 7th (seventh) day of the month to the Project Manager in the form set forth, showing the amount calculated to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.

40.5 Stage Payment for Works

- 40.5.1 Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor, the Project Manager shall broadly determine the amount due to the Contractor and recommend

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the release of 90 (ninety) percent of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate by the Project Manager. Within 10 (ten) days of the receipt of recommendation of the Project Manager, the Authority shall make electronic payment directly to the Contractor's bank account.

- 40.5.2 Within 15 (fifteen) days of the receipt of the Stage Payment Statement the Project Manager shall determine and shall deliver to the Authority and the Contractor an IPC certifying the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement. For the avoidance of doubt, the Parties agree that the IPC shall specify all the amounts that have been deducted from the Stage Payment Statement and the reasons therefor.
- 40.5.3 In cases where there is a difference of opinion as to the value of any stage, the Project Manager's view shall prevail and interim payments shall be made to the Contractor on this basis; provided that the foregoing shall be without prejudice to the Contractor's right to raise a Dispute.
- 40.5.4 The Project Manager may, for reasons to be recorded, withhold from payment:
- (a) the estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and the Project Manager had notified the Contractor; and
 - (b) the estimated cost of rectification of work done being not in accordance with this Agreement.
- 40.5.5 Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with the work done.

40.6 Monthly Maintenance Statement of the Project Highway

- 40.6.1 The Contractor shall submit to the Project Manager a monthly maintenance statement ("**Monthly Maintenance Statement**") in 3 (three) copies by the 7th (seventh) day of each month in the format set forth in Schedule-O for the Maintenance of the Project Highway during the previous month.
- 40.6.2 The monthly lump sum amount payable for Maintenance shall be 1/12th (one-twelfth) of the annual cost of Maintenance.

40.7 Payment for Maintenance of the Project Highway

- 40.7.1 Within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor, the Project Manager shall verify the Contractor's monthly statement and certify the amount to be paid to the Contractor taking into account:
- (a) Compliance with the Maintenance Requirements; and
 - (b) Reduction for non-compliance with the Maintenance Requirement

The Project Manager shall deliver to the Authority an IPC approving or amending the monthly statement to reflect the amount due to the Contractor in accordance with this Agreement.

- 40.7.2 Maintenance shall be measured in units of one kilometer each; provided, however, that payment thereof shall be made in fixed monthly amounts in accordance with this Agreement. If the Maintenance Requirements set forth are not met, reduction in payments shall be made. The reductions for noncompliance with the Maintenance Requirements shall be applied on the basis of monthly inspections by the Project Manager.
- 40.7.3 The deduction made on account of non-compliance with the Maintenance Requirements shall not be subsequently considered for payment after the compliance is achieved by repair or rectification.

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40.7.4 The Authority shall pay to the Contractor every quarter any amount due under any IPC under this Clause 19.7. The payment shall be made no later than 30 (thirty) days from the date of submission of the last IPC for the relevant quarter.

40.8 Payment of Damages

40.8.1 The Contractor may claim Damages due and payable to it in accordance with the provisions of this Agreement.

40.8.2 The Project Manager shall issue the IPC within 15 (fifteen) days of the receipt of the claim, after making adjustments in accordance with the provisions of this Agreement. The Authority shall pay to the Contractor the amount due under any IPC within a period of 30 (thirty) days from the date of the submission of the claim. In the event of the failure of the Authority to make payment to the Contractor within the specified time, the Authority shall be liable to pay to the Contractor interest thereon shall apply *mutatis mutandis* thereto.

40.9 Time of payment and interest

40.9.1 The Authority shall pay to the Contractor any amount due under any payment certificate issued by the Project Manager in accordance with the provisions of this Article 19, or in accordance with any other clause of this Agreement as follows:

- (a) payment shall be made no later than 30 (thirty) days from the date of submission of the Stage Payment Statement by the Contractor to the Project Manager for certification for an IPC; provided that, in the event the IPC is not issued by the Project Manager within the aforesaid period of 30 (thirty) days, the Authority shall pay the amount shown in the Contractor's Stage Payment Statement and any discrepancy therein shall be added to, or deducted from, the next payment certificate issued to the Contractor; and
- (b) payment shall be made no later than 30 (thirty) days from the date of submission of the Final Payment Certificate for Works along with the discharge submitted to the Project Manager for certification.

40.9.2 In the event of the failure of the Authority to make payment to the Contractor within the time period, the Authority shall be liable to pay to the Contractor interest at the Base Rate plus 2% (two percent), calculated at quarterly rests, on all sums remaining unpaid from the date on which the same should have been paid.

Contract Price Weightages

- 1.1 The Contract Price for this Agreement is Rs. *****
 1.2 Proportions of the Contract Price for different stages of Construction of the Project Road/Junction shall be as specified below:

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
Road works including culverts, minor bridges, underpasses, overpasses, approaches to ROB/RUB/ Major Bridges/ Structures (but excluding service roads)	[*****]	<p>A- Widening and strengthening of existing road</p> <p>(1) Earthwork up to top of the sub-grade</p> <p>(2) Granular work (sub-base, base, shoulders)</p> <p>(3) Bituminous work</p> <p>(4) Widening and repair of culverts</p> <p>(5) Widening and repair of minor bridges</p> <p>B- New 2-lane realignment/bypass</p> <p>(1) Earthwork up to top of the sub-grade</p> <p>(2) Granular work (sub-base, base, shoulders)</p> <p>(3) Bituminous work</p> <p>(4) CC Pavement</p> <p>C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:</p> <p>(1) Culverts</p> <p>(2) Minor bridges</p> <p>(3)Cattle/Pedestrian</p>	<p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p> <p>[**]</p>

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		underpasses (4) Pedestrian overpasses (5) Grade separated structures (a) Underpasses (b) Overpass	[**] [**] [**] [**]
Major Bridge works and ROB/RUB	[*****]	A- Widening and repairs of Major Bridges (1) Foundation (2) Sub-structure (3) Super-structure (including crash barriers etc. complete) B- Widening and repair of (a) ROB (b) RUB C- New Major Bridges (1) Foundation (2) Sub-structure (3) Super-structure (including crash barriers etc. complete) D- New rail-road bridges (a) ROB (b) RUB	[**] [**] [**] [**] [**] [**] [**] [**] [**] [**]
Structures (elevated sections, reinforced earth)	[*****]	(1) Foundation (2) Sub-structure (3) Super-structure (including crash barriers etc. complete) (4) Reinforced Earth	[**] [**] [**] [**]
Other works	[*****]	(i) Service roads (ii) Toll Plaza (iii) Road side drains (iv) Road signs, markings, km stones, safety devices, (v) Project facilities (vi) Repairs to bridges/structures a) Providing wearing coat b) Replacement of	[**] [**] [**] [**] [**] [**] [**]

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		bearings, joints	[**]
		c) Providing crash barriers	[**]
		d) Other items	[**]
		(vii) Road side plantation	[**]
		(viii) Repair of protection works	[**]
		(ix) Safety and traffic management during construction	[**]
		*	

* The above list is illustrative and may require modification as per the scope of the work.

1.3 Procedure of estimating the value of work done

1.3.1 Road works including approaches to minor bridges, Major Bridges and Structures (excluding service roads).

Procedure for estimating the value of road work done shall be as follows:

Table 1.3.1

Stage of Payment	Percentage - weightage	Payment Procedure
A-Widening and strengthening		
(1) Earthwork up to top of the sub-grade	[**]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length. @
(2) Granular work (sub-base, base, shoulders)	[**]	
(3) Bituminous work	[**]	
(4) Widening and repair of culverts	[**]	Cost of ten completed culverts shall be determined pro rata with respect to the total number of culverts. Payment shall be made on the completion of ten culverts.

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(5) Widening and repair of minor bridges	[**]	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion of a minor bridge.
B- New 2-lane realignment, bypass (1) Earthwork up to top of the sub-grade (2) Granular work (sub-base, base, shoulders) (3) Bituminous work (4) CC Pavement	[**] [**] [**] [**]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5 (five) km length.
C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses: (1) Culverts (2) Minor bridges (3) Cattle/Pedestrian underpasses	[**] [**] [**]	Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of five culverts. Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on the completion of a minor bridge Cost of each cattle/pedestrian underpass shall be determined on pro rata basis with respect to the total number of cattle/pedestrian underpasses. Payment shall be made on the completion of the number of cattle/pedestrian

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(4) Pedestrian Overpasses		underpasses specified below: Total no. Stage for Payment: (i) 1 to 5 - on completion of all, (ii) 6 or more - on completion of five
(5) Grade separated structures	[**]	Same as for (3) above
(a) Underpasses	[**]	
(b) Overpasses	[**]	Same as for (3) above
	[**]	Same as for (3) above

@. For example, if the total length of bituminous work to be done is 100 km, the cost per km of bituminous work shall be determined as follows:

$$\text{Cost per km} = P \times \text{weightage for road work} \times \text{weightage for bituminous work} \times (1/L)$$

Where P = Contract Price

L = Total length in km

Similarly, the rates per km for stages (1), (2) and (4) above shall be worked out.

1.3.2 Major Bridge works and ROB/RUB.

Procedure for estimating the value of Major Bridge works and of ROB/RUB shall be as stated in table 1.3.2:

Table 1.3.2

Stage of Payment	Weightage	Payment Procedure
A- Widening and repairs of Major Bridges Foundation: On completion of the foundation work including		Cost of each Major Bridge (widening and repairs) shall be determined on pro rata basis with respect to the total linear length (m)

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foundations for wing and return walls	[**]	of the Major Bridges (widening and repairs). Payment shall be made on completion of each stage of a Major Bridge as per the weightage given in this table.
Sub-structure: On completion of abutments, piers up to the abutment/pier cap	[**]	
Super-structure: On completion of the super structure in all respects including hand rails/crash barriers, wing walls, return walls, guide bunds, if any, tests on completion etc., bridge complete in all respects and fit for use.	[**]	
B- Widening and repairs of		Cost of each ROB/RUB (widening and repairs) shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUB (widening and repairs). Payment shall be made on completion of an ROB/RUB
(a) ROB	[**]	
(b) RUB	[**]	
B- New Major Bridges		Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridges. Payment shall be made on completion of each stage
(1) Foundation: On completion of the foundation work including foundations for wing and return walls	[**]	
(2) Sub-structure: On completion of abutments, piers up to the abutment/pier cap	[**]	
(3) Super-structure: On completion of the super structure in all respects including hand rails/crash barriers, wing walls, return walls, guide bunds, if any, tests on completion etc., complete in all respects and fit for use	[**]	

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<p>C- New Rail-road bridges</p> <p>(a) ROB</p> <p>(b) RUB</p>	<p>[**]</p> <p>[**]</p>	<p>of a Major Bridge as per the weightage given in this table</p> <p>Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUB. Payment shall be made on completion of an ROB/RUB</p>
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1.3.3 Structures

Procedure for estimating the value of structure work shall be as stated in table

1.3.3:

Table 1.3.3

Stage of payment	Weightage	Payment procedure
(1) Foundation: On completion of the foundation works including foundations for wing and return walls	[**]	Cost of each structure shall be determined on pro rata basis in respect to the total linear length (m) of all the structures. Payment shall be made on completion of each stage of a structure as per the weightage given in this table.
(2) Sub-structure: On completion of abutments, piers up to the abutment/pier cap	[**]	
(3) Super-structure: On completion of the Structure along with super structure, including hand rails/crash barriers, wing walls, return walls, tests on completion etc., elevated structure complete in all respects and fit for use.	[**]	

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(4) Reinforced earth work	[**]	Payment shall be made on pro rata basis on completion of 25 (twenty five) percent of total area.
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1.3.4 Other works.

Procedure for estimating the value of other works done shall be as stated in table

1.3.4:

Table 1.3.4

Stage of Payment	Weightage	Payment Procedure
(i) Service roads	[**]	Unit of measurement is linear length in km. Cost per km shall be determined on pro rata basis with respect to the total length of the service roads. Payment shall be made for completed service road in a length of not less than 20 (twenty) percent of the total length of service roads.
(ii) Toll plaza	[**]	Unit of measurement is each completed toll plaza. Payment of each toll plaza shall be made on pro rata basis with respect to the total of all toll plazas.
(iii) Road side drains	[**]	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 % (ten per cent) of the total length.
(iv) Road signs, markings, km stones, safety devices, ...	[**]	

(v) Project Facilities a) Bus bays b) Truck lay-byes c) Rest areas d) others	[**] [**] [**] [**]	Payment shall be made on pro rata basis for completed facilities.
(vi) Repairs to existing bridges/structures a) Providing wearing coat b) Replacement of bearing, joints c) Providing crash barriers (d) Other items	[**] [**] [**] [**]	Payment shall be made for completed items.
(vii) Roadside plantation	[**]	Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(viii) Protection works	[**]	
(ix) Safety and traffic management during construction	[**]	Payment shall be made on prorata basis every six months.

Clause 41: Compensation Events

41.3 Delete the second last sentence in Sub-Clause 41.3 and replace it with the following:

“In case agreement on Contract Price adjustment or extension of the Intended Completion Date cannot be reached, the Contractor shall complete the Work on the basis of the Employer’s estimate and the dispute can be settled in accordance with the provisions of Clause 24.

Clause 42: Tax

Replace Clause 42 with the following:-

The Project Manager shall adjust the Contract Price if Works Contract tax or any similar tax, levied on the contract as a whole and not on to the cost of any particular item or ingredient of contract being executed under the contract, are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 44.1.

Clause 43: Currencies

Delete Clause 43 in its entirety.

Clause 44: Price Adjustment

Delete Clause 44 in its entirety and replace with following sub clauses

44.1 The amount payable to the Contractor and valued at base prices in accordance with the payment Schedule shall be adjusted for rises or falls in the cost of Labor, steel, fuel and other Materials, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or any other clause in the Contract, the Contract Price shall be determined to include amounts to cover the contingency of such other rise or fall in costs.

Clause 44.2 - **Adjustment Formula:**

If, during the progress of the contract of value exceeding Rs. 50 Lac (accepted tendered amount minus cost of ‘material supplied by the department), and where stipulated completion period is more than 6 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/ diesel & petrol/ cement/ steel incorporated in the works (not being material to be supplied by the department) and/or wages of labour-increased or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amount payable to contractors for the work shall be adjusted for increases or decreases in the rates of materials (excepting those materials supplied by the department)/ labour/ bitumen/ diesel & 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 tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

Increase or decrease in the cost of labour/ material/ bitumen/ diesel & petrol/ cement/steel shall be calculated quarterly in accordance with the following formula.

(A) Labour:

$$V_L = 0.75 \times P_L / 100 \times R (I_{L1} - I_{L0}) / I_{L0}$$

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

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

I_{L0} The average consumer price index for industrial workers (Labour) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/labour Bureau Simla, for the area).

I_1 The average consumer price Index for industrial workers (Labour) for the quarter under consideration (as published in Reserve Bank of India Journal/labour Bureau Simla, for the area).

P_L Percentage of labour components.

Note:	In case of revision of minimum wages by the Government or other competent authority, nothing extra would be capable except the price exaction permissible under this clause.
(B)	Material (excluding material supplied by the department). $V_M = 0.75 \times P_M / 100 \times R (L_{MI} - L_{M0}) / L_{M0}$
V_M	Increase or decrease in the cost during the quarter under consideration due to change in rates of material.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
L_{M0}	The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)
L_{MI}	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, Minister of Industries, for the area)
P_M	Percentage of material component (excluding materials supplied by the Department).
(C)	Steel (excluding material supplied by the department). $V_s = 0.75 \times P_s / 100 \times R (L_{s1} - L_{s0}) / L_{s0}$
V_s	Increase or decrease in the cost during the quarter under consideration due to change in rates of Steel.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.
L_{s0}	The average wholesale price index (Iron & Steel) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)"
L_{s1}	The average wholesale price index (Iron & Steel) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area
P_s	Percentage of steel component (excluding materials supplied by the Department).
(D)	Cement (excluding material supplied by the department). $V_c = 0.75 \times P_c / 100 \times R (L_{c1} - L_{c0}) / L_{c0}$
V_c	Increase or decrease in the cost during the quarter under consideration due to change in rates of Cement.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.
" L_{c0} "	The average wholesale price index (Cement) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)"
L_{c1}	The average wholesale price index (Cement) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area
P_c	Percentage of Cement component (excluding materials supplied by the Department).
(E)	Bitumen: $V_b = 0.75 \times P_b / 100 \times R (B_1 - B_0) / B_0$

V _b	Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rate for bitumen.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
B ₀	The average whole-sale price index for bitumen on the day of opening the tenders/negotiation, as published by the Economic Adviser to Govt. of India, Ministry of Industry.
B ₁	The average wholesale price index for bitumen for the quarter under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry.
P _b	Percentage of bitumen component excluding bitumen supplied by the Department (Specific in the sanction estimate of the work).
(F)	Petroleum:
	$V_f = 0.75 \times P_f / 100 \times R (F_1 - F_0) / F_0$
V _f	Increase or decrease in the cost of work during the quarter under consideration due to change if the rates for fuel and lubricants.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
F ₀	The average wholesale price Index of High Speed Diesel Oil (HSD OIL) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.
F ₁	The average wholesale price Index of High Speed Diesel Oil (HSD OIL) for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry.
P _f	Percentage of fuel and lubricants excluding fuel and lubricants supplied by the department (Specified in the sanctioned estimate for the work).
R	Total work done during the quarter as prescribed under this clause.
Note:	For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

General Conditions for admissibility of Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/steel/ cement/bitumen/diesel and petrol component and labour component for the work shall be approved by the authority while sanctioning the detailed Estimates
2. The break-up of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol as indicated above have been pre-determined as below:
 - (a) *Labour* : 25 %
 - (b) *Material* : 30 %
 - (c) *Iron & Steel* : 25 %
 - (d) *Cement* : 10 %
 - (e) *Diesel and Petrol* : 4 %

(f) *Bitumen* : 6 %

3. While allowing price adjustment the following shall be deducted from value of work done (R): (a) Cost of material supplied by the Department. (b) Cost of services rendered as per clause 33. (c) Of advance payment/any advance added earlier but deducted now after work is measured.
4. The first statement of price adjustment shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book 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 price adjustment is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less, the value of work actually done excluding cost of material supplied by the Department exceed Rs. 50 lac and completion period is more than 6 months, then price adjustment would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 6 months or less but actual period of execution excess beyond 6 months on account of reasons not attributable to contractor, price adjustment amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
10. In case the contractor does not make prorate 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 adjustment of such work expected to be done in the previous time span shall be notionally given based upon the price index of the quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided here in, shall be entertained.
12. If the period of completion including extended period attributable to Government exceeds six months but cost does not exceed more than Rs. 50 lac, no price adjustment admissible.

13. Similarly, if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to government is less than 6 months, no price adjustment is admissible.
14. No provisional price adjustment 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. Price adjustment is always payable quarterly and no provisional price adjustment is payable monthly or fortnightly.
16. In case at the time executing agreement, both the conditions (completion period 6 months and amount of work Rs. 50 lac) for admissibility of price adjustment are not fulfilled and subsequently due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the price adjustment shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period of work beyond 6 months.
17. For the non –SOR /composite extra items, the price adjustment clauses shall be applicable from the date of first execution/ approval, whichever is earlier, of that item.
18. The contractor shall for the purpose of this conditions keep such book on account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the Project Manager-in-Charge may required.

Adjustable Amount: The adjustable amount of each Interim Payment Certificate shall be the difference between (i) the amount which, in the opinion of the Project Manager, shall be due to the Contractor pursuant to Clause 36 (before deducting retention) including the amount at base rates and prices of the scheduled work carried out and Day works (unless otherwise adjusted) but excluding provisional sums and the value of materials on site, and (ii) the amount as calculated in (i) above and included in the last preceding Interim Payment Certificate issued by the Project Manager. The adjustable amount shall exclude payments to nominated Sub-Contractors and any other amounts based upon actual cost or current prices.

Adjusted Amount: The adjusted amount of each Payment Certificate shall be determined by applying the Price Adjustment Factor to the adjustable amount, and shall become payable to the Contractor in accordance with the provisions of Clause 36, subject to any deductions there from for retention money, liquidated damages, and any other monies due to the Employer from the Contractor including the recovery of advance mobilization loan, if any.

19. **Adjustment after Completion:** If the Contractor shall fail to complete the Works within the Intended Time for Completion, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time with delay attributable not to Contractor is granted the

above provision shall apply only to adjustments made after the expiry of such extension of time.

20. Subsequent Legislation: If, after the date 28 days prior to the latest date for submission of bids for the Contract, there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding Sub-Clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of concerned Sub-Clauses.
21. Items not to be included in the Price Adjustment Calculation: The following items are not to be included in the price adjustment calculation:
- (a) Liquidated damages.
 - (b) Retention withheld and released.
 - (c) Advance payments in the form of loans and their repayments.
 - (d) Payment to 'nominated' sub-contractors includes as 'provisional sums' or prime cost items in the general cost.

Clause 45: Retention

Replace Clause 45.1 with as per following:-

- 45.1 The proportion of payment retained from each payment shall be 10% (Ten percent) of the payment amount, upto a maximum of 5% of the contract price. The Retention money shall not be deducted from the running bills if the bidder gives bank guarantee in lieu of the Retention Money for the amount equal to 5% of the Contract value at the time of issue of NTP. If such unconditional Bank Guarantee is submitted during execution of the contract wherein some Retention Money has already been deducted, then such amount may be refunded if such Bank Guarantee is of the amount considered satisfactory by the Project Manager. The format of the Bank Guarantee shall be as per Annexure in Forms. The Bank Guarantee shall be in name of Chief Executive officer; Jaipur Smart city limited issued by any Nationalized/ scheduled Bank payable at Jaipur. Such Bank Guarantee if invoked shall be en-cashable when presented in the specified branch office located in Jaipur.

Clause 46: Liquidated Damages

Delete Sub-Clause 46.1 in its entirety and replace it with the following:

- 46.1 In the event that the Contractor fails to comply with the Intended Time for Completion for the whole of the Works, or, if applicable, any Section within the relevant time, then the Contractor shall pay liquidated damages to the Employer. The rate of L.D. per day for each day that the Completion Date is later than the Intended Completion Date will be (10% of Contract Price/ D), where D is 100 Days or 25% of the Original Contract Period whichever is more. The Employer may deduct liquidated damages from payments due to the Contractor, but payment of liquidated damages does not affect the Contractor's responsibilities under the Contract.

Add the following new Clause 46.2:

- 46.2 If at any time during implementation of the Contract, before the Intended Completion

Date has been reached, the Contractor's progress falls more than 20% (twenty percent) behind the scheduled progress as per the agreed Work Program between Contractor and Project Manager at the time of NTP and it becomes apparent that the forecast completion date is likely to be later than the Intended Completion Date, then the Contractor shall pay liquidated damages to the Employer at the rate stated in Clause 46.1 for each day that the forecast completion date is later than the Intended Completion Date, and the Employer will be entitled to deduct such liquidated damages from the running account bill payments due to the Contractor.

Renumber Sub-Clauses 46.2 as 46.3.

Add the following new Clause 46.4:

46.4 Notwithstanding the above, the amount of liquidated damage paid by the Contractor to the Employer shall not exceed 10 per cent of the Contract Price.

Clause 47: Bonus

Delete Clauses 47

Clause 48: Advance Payment

Replace Clause 48.1, 48.2 and 48.3 with the following.

48.1 The Project Manger shall make advance payment within 14 days to the Contractor of the amounts equivalent to 10% of the contract price (in two equal installments after satisfying himself for utilization of first installment) excluding provisional sum without interest after NTP and submission by the Contractor of an unconditional bank guarantee/s in a form and by a scheduled Bank in India acceptable to the Chief Executive officer, Jaipur smart city limited, Jaipur in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The Contractor may give bank guarantees with different validity period.

Bidder may give following B.G.'s:-

B.G. of 25% of Advance payment for 50% of contract period

B.G. of 25% of Advance payment for 75% of contract period

B.G. of 50% of Advance payment for 90% of contract period

48.2 The Advance Payment shall be used by the Contractor exclusively for mobilization expenditures such as to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract, as per programme approved by the Employer for its utilization. For this, the contractor has to open a **dedicated bank account** in the Bank located in Jaipur *city* for this amount. Any transaction from this account should be made with the consent of the Project Manager directly to the vendor. The responsibility of this account lies with the Contractor however; the Project Manager will act as the custodian of the account.

The employer has right to check the transactions of this account from time to time and submit the transaction details with every running account bill for payment. The contractor is not permitted to transfer this amount for any other work. In case the advance payment is not utilized by the Contractor judiciously in the activities of the performance of the contract, the same will be dealt as per clause 57.1 (a) (ii). The expenditure through this account will be replenished from the running account bills from time to time up to the limit of outstanding balance of advance in accordance to the recovery schedule detailed in clause 48.3.

48.3 The advance payment shall be recovered in accordance with the percentage shown in the Table below such that 100 % of the advance will be recovered invariably whatsoever may be the circumstances on the due dates. The recovery may be ensured by the Project Manager either from the Running account bills on the due date or deposition of amount by the contractor from the dedicated account of advance / in cash or by Demand Draft. In case the advance account is not settled by the contractor on due dates; then the Bank Guarantee submitted by the contractor in lieu of advance payment shall be invoked by the Project Manager.

Table for Repayment of Advance Payment

<i>Time in months effective from the Notice to Proceed</i>	<i>Recovery of Advance payment in Cumulative (%)</i>
<i>Within 50% of original contract period</i>	25%
<i>Within 75% of original contract period</i>	50 %
<i>Within 90% of original contract period</i>	100 %

No Account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, Price Adjustments, Compensation Events, or Liquidated Damages.

Clause 49 Securities

Delete clause 49 in its entirety and replace with the following:-

- 49.1 A performance security shall be provided to the Employer in accordance with the Instructions to Bidders and shall be issued in a form acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable.
- 49.2 If there is no reason to call the performance security, the performance security shall be returned to the Contractor within 28 days of the last Defects Correction Period.
- 49.3 The Employer shall notify the Contractor of any claim made against the institution issuing the performance security.
- 49.4 The Employer may claim against the surety if any of the following occurs for 14 days or more:
- (a) the Contractor is in breach of the Contract and the Employer has notified him that he is; and
 - (b) the Contractor has not paid an amount due to the Employer.

Clause 52 Completion

Replace the Sub-Clause 52.1 with the following:

“When whole of the work has been substantially completed and have satisfactory passed any Tests on Completion prescribed by the contractor, the Contractor may give a notice to that effect to the Project Manager, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Notice Period. The Project Manager shall issue a certificate complying completion of the works to the contractor.”

Add the following Sub-Clause 52.2:

52.2 “If any part of the permanent work has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Project Manager may issue a Completion Certificate in respect of the part of the Permanent Work before completion of the whole of the 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 the part of the Permanent Work during the Defects Notice Period.” Hence the defect liability period starts on the date on which part/substantial completion certificate is issued, for that particular part of the permanent work has been substantially completed.

Clause 53: Taking Over

Replace the Sub-Clause 53.1:

53.1 “The Employer shall take over the whole works or section of works within Seven (7) days of issuance of Completion Certificate, as per Clause no 52.1 and 52.2.”

Add the following Sub-Clause 53.2:

53.2 Similarly in accordance with the procedure set out in sub clause 53.1, the Employer may issue a taking – over certificate in respect of:

Any substantial part of the Permanent Work which has been both completed to the satisfaction of the Project Manager and, otherwise than as provided for in the Contract, occupied or used by the Employer, or any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure.

53.3 Interference with Tests on Completion

If the Contractor is prevented from carrying out the Tests on Completion by a cause for which the Employer (or another contractor employed by the Employer) is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion, as defined in the Specification, would otherwise have been completed. The Project Manager 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 of the Contract Period. The Project Manager shall require the Tests on Completion to be carried out by 14 days' notice and in accordance with the relevant provisions of the Contract. If the Contractor incurs additional Cost as a result of this delay in carrying out the Tests on Completion, such Cost plus reasonable profit shall be determined by the Project Manager in accordance with the provisions of Sub-Clause 3.5 and shall be added to the Contract Price.

Replace Clause 55.2 as per following:-

1.3

1.4 As-Built Drawings

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the work as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies shall be submitted to the Project Manager prior to the commencement of the Tests on Completion.

In addition, the Contractor shall prepare and submit to the Project Manager "as-built drawings" of the Works, showing all Works as executed. The drawings shall be prepared as the Works proceed, and shall be submitted to the Project Manager for his inspection. The Contractor shall obtain the consent of the Project Manager as to their size, the referencing system, and other pertinent details.

Prior to the issue of any Taking-Over Certificate, the Contractor shall submit to the Project Manager one microfiche copy, one full-size original copy and six printed copies of the relevant "as-built drawings", and any further Construction Documents specified in the Contract. The Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 49 until such documents have been submitted to the Project Manager.

Clause 58: Payment upon Termination

58.1 If the Contract is terminated because of a breach of Contract by the Contractor, the deduction to be made by the Employer which represents the Employer's additional cost for completing the Works shall be 50% (fifty percent) of the value of the Works not completed.

Add the following Clauses;

63. Site Environmental Plan (SEP)

63.1 The Contractor should prepare a detailed Site Environmental Plan (SEP) for location/s identified to be potentially impacted such as but not limited to the work site, base camp. The SEP should include arrangement for disposal of sites for excavated materials, sanitary and other waste, storage location for fuel, oil and lubricants, facilities for equipment, labour and housing, among others. The SEP should be reviewed and approved prior to construction activities by the Project Manager.

64. Safety, Security and Protection of the Environment

64.1 General

- i. This section of the Specification sets out limitations on the Contractor's activities specifically intended to protect the environment.
- ii. The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on site or off-site are carried out in conformity with statutory and regulatory environmental requirements including those prescribed elsewhere in this document.
- iii. The Contractor shall take all measures and precautions to avoid any nuisance or disturbance arising from the execution of the Works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the

- nuisance once generated.
- iv. In the event of any spoil, debris, waste or any deleterious substance from the Site being deposited on any adjacent land, the Contractor shall immediately remove all such material and restore the affected area to its original state to the satisfaction of the Project Manager. This should be monitored regularly in accordance with the Environmental Management Plan.
 - v. Consent for establishment (CFE) and consent for operation (CFO) for WTP and STP-need to be identify with the consultation with Local authorities and contractor shall be responsible for annual renewal of CFE and CFO.
 - vi. During construction, the area should be to avoid trespassing of animals and people. Unauthorized persons should not be allowed within the construction area.
 - vii. During construction, there should be signs to inform public of on-going work, warning on dangers due to trenches along roads, excavations on different sites.
 - viii. Contact town authorities to arrange for the use of excavated material where possible, such as in construction projects, to raise the level of land prior to construction of roads or buildings, or to fill previously excavated areas.
 - ix. Especially for cleaning, desilting, and dredging of drainages: Contact town authorities to arrange for testing and analysis of sludge/excavated materials for hazardous components. If material are hazardous, coordinate with authorities for approve disposal sites;
 - x. Prevent generation of dust by removing excavated materials as soon as it is excavated, by loading directly onto trucks and covering with tarpaulins to prevent dust during transportation.
 - xi. All excavation should be done in the dry seasons to avoid any impacts on surface water drainage if water collects in any quantity, it will need to be pumped out, and it should be then be donated to neighboring farmers to provide a beneficial use to the communities most affected by this aspect of the work.
 - xii. Plant three (3) trees for every tree to be cut.
 - xiii. Consult town authorities to identify any buildings at risk from vibration damage and avoiding use of pneumatic drills or heavy vehicles in the vicinity.
 - xiv. Providing wooden bridges for pedestrians and metal sheets for vehicles to allow access across open trenches where required (including access to houses).
 - xv. Carefully planning of transportation routes with the municipal authorities to avoid sensitive areas as far as possible, including narrow streets, congested roads, important or fragile buildings and key sites of religious, cultural or tourism importance.
 - xvi. Consulting historical and archaeological authorities at both national and state level to obtain an expert assessment of the archaeological potential of the site. Alternate location should be considered if the area is medium or high risk.
 - xvii. Developing a protocol in conducting any excavation work to ensure that any chance finds are recognized and measured are take to ensure they are protected and conserved this should involve having excavation observed by a person with archaeological field training, stopping work immediately to allow further investigation if any finds are suspected; and calling the state archaeological authority if a find is expected and taking any action they acquire ensuring its removal or protection in situ.
 - xviii. Living spaces for access between mounds of excavated soil and providing footbridges so that pedestrians can cross open trenches;
 - xix. Increasing the workforce in these areas to ensure that work is completed quickly;

64.2. Water Quality

- i. The Contractor shall prevent any interference with the supply to or abstraction from, and prevent any pollution of, water resources (including underground percolating water) as a result of the execution of the Works.
- ii. Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially constructed settlement tanks to permit sedimentation of particulate matter. After settlement, the water may be re-used for dust suppression and

rinsing.

- iii. All water and other liquid waste products arising on the Site shall be collected and disposed of at a location on or off the Site and in a manner that shall not cause either nuisance or pollution.
- iv. The Contractor shall not discharge or deposit any matter arising from the execution of the Works into any waters except with the permission of the Project Manager and the regulatory authorities concerned.
- v. The Contractor shall at all times ensure that all existing stream courses and drains within, and adjacent to, the Site are kept safe and free from any debris and any materials arising from the Works.
- vi. The Contractor shall protect all watercourses, waterways, ditches, canals, drains, lakes and the like from pollution as a result of the execution of the Works.

64.3. Air Quality

- i. The Contractor shall devise and arrange methods of working to minimize dust, gaseous or other air-borne emissions and carry out the Works in such a manner as to minimize adverse impacts on air quality.
- ii. The Contractor shall utilize effective water sprays during delivery, manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with application of sprayed water during dry and windy weather. Stockpiles of material or debris shall be dampened prior to their movement, except where this is contrary to the Specification.
- iii. Any vehicle with an open load-carrying area used for transporting potentially dust producing material shall have properly fitting side and tail boards. Materials having the potential to produce dust shall not be loaded to a level higher than the side and tail boards, and shall be covered with a clean tarpaulin in good condition. The tarpaulin shall be properly secured and extend at least 300 mm over the edges of the side and tail boards.
- iv. In the event that the Contractor is permitted to use gravel or earth roads for haulage, he shall provide suitable measures for dust palliation, if these are, in the opinion of the Project Manager, necessary. Such measures may include spraying the road surface with water at regular intervals.

64.4 Noise

- i. The Contractor shall consider noise as an environmental constraint in his planning and execution of the Works.
- ii. The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the Site shall not cause any unnecessary or excessive noise, taking into account applicable environmental requirements. The Contractor shall use all necessary measures and shall maintain all plant and silencing equipment in good condition so as to minimise the noise emission during construction works.
- iii. Using modern vehicles and machinery with standard adaptations to reduce noise and exhaust emissions and ensuring they are maintained to manufacturers' specifications.

64.5. Control of Wastes

- i. The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be permitted. Wastes to be controlled shall include, but shall not be limited to, all forms of fuel and engine oils, all types of bitumen, cement, surplus aggregates, gravels, bituminous mixtures, etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Project Manager.

64.6. Emergency Response

- i. The Contractor shall plan and provide for remedial measures to be implemented in the

event of occurrence of emergencies such as spillages of oil or bitumen or chemicals.

- ii. The Contractor shall provide the Project Manager with a statement of the measures he intends to implement in the event of such an emergency which shall include a statement of how he intends to provide personnel adequately trained to implement such measures.
- iii. Should any pollution arise from the Contractor's activities he shall clean up the affected area immediately at his own cost and to the satisfaction of the Project Manager, and shall pay full compensation to any affected party.

64.2 Protection of Trees and Vegetation

64.1 The Contractor shall ensure that no trees or shrubs or waterside vegetation are felled or harmed except for those required to be cleared for execution of the Works. The Contractor shall protect trees and vegetation from damage to the satisfaction of the Project Manager. No tree shall be removed without the prior approval of the Project Manager and any competent authorities. Should the Contractor become aware during the period of the Contract that any tree or trees designated for clearance have cultural or religious significance he shall immediately inform the Project Manager and await his instructions before proceeding with clearance. In the event that trees or other vegetation not designated for clearance are damaged or destroyed, they shall be repaired or replaced to the satisfaction of the Project Manager, who shall also impose a penalty to twice the commercial value of any timber affected, as assessed by the Project Manager.

65 Use of Wood as Fuel

65.1 The Contractor shall not use wood as a fuel for the execution of any part of the Works, including but not limited to the heating of bitumen and bitumen mixtures and the manufacture of bricks for use in the Works, and to the extent practicable shall ensure that fuels other than wood are used for cooking, and water heating in all his camps and living accommodations.

66 Water Supply

66.1 The Contractor shall make his own arrangements at his own expense for water supply for construction, sectional testing and other purposes. Water for commissioning of system shall be arranged by the department. Only clean water free from deleterious materials and of appropriate quality for its intended use shall be used.

67. Hot Mix Plants

67.1 The Contractor shall not locate any hot-mix or similar potentially polluting plant closer than 500 m to any settlement. Any such plant shall be fitted with dust suppression equipment and shall be operated and maintained at all times in conformity with the manufacturer's specifications, instructions and manuals.

68. Relations with Local Communities and Authorities

- 68.1 In sitting and operating his plant and facilities and in executing the Works the Contractor shall at all time bear in mind and to the extent practicable minimise the impact of his activities on existing communities. Where communities are likely to be affected by major activities such as road widening or the establishment of a camp, large borrow pit or haul road, he shall liaise closely with the concerned communities and their representatives and if so directed, shall attend meetings arranged by the Project Manager or Employer to resolve issues and minimise impacts on local communities.

69. Fire Prevention

- 69.1 The Contractor shall take all precautions necessary to ensure that no vegetation along the line of the road outside the area of the permanent works is affected by fires arising from the execution of the Works. The Contractor shall obtain and follow any instructions of the competent authorities with respect to fire hazard when working in the vicinity of gas installations. Should a fire occur in the natural vegetation or plantations adjacent to the road for any reason the Contractor shall immediately suppress it. In the event of any other fire emergency in the vicinity of the Works the Contractor shall render assistance to the civil authorities to the best of his ability. Areas of forest, scrub or plantation damaged by fire considered by the Project Manager to have been initiated by the Contractor's staff or labour shall be replanted and otherwise restored to the satisfaction of the Project Manager at the Contractor's expense.

70. Fossils

70.1 The Contractor shall make his staff available for briefing on archaeological matters as directed by the Project Manager.

71. Interference with Traffic and Adjoining Properties

71.1 In case any operation connected with the works necessitates diversion, obstruction or closure of any road, railway, waterway or any other right of way, the approval of the Project Manager or the Project Manager's Representative and the respective competent authorities shall be obtained well in advance by the Contractor. In case the Contractor's operations obstruct access to adjacent properties, the Contractor shall be responsible to provide reasonable temporary access to the affected parties. In case the Contractor fails to provide adequate temporary facilities, this shall be deemed to be an uncorrected Defect under the terms of Clause 31 and the Employer shall have the right to engage a third party to correct the Defect and the cost of such correction will be deducted from the Contract Price.

72. Transport of Contractor's Equipment or Temporary Works

72.1 Where the Contractor intends to use a particular route for the haulage of large quantities of materials he shall consult well in advance with any affected communities and submit in advance for the Project Manager's approval a plan including but not limited to the proposed route, the existing condition of the pavement and bridges, the estimated number and type of vehicle movements per day, a programme for monitoring the condition of the pavement and structures, and measures for limiting vehicle speeds and dust nuisance in built-up areas. The Project Manager reserves the right to disallow certain haul routes should these in his opinion cause or be likely to cause unreasonable nuisance or hazards to the public. The Project Manager's approval will not remove the Contractor's obligations under this Sub-Clause to prevent and repair damage to roads or his liability for compensation for any accidents caused by his vehicles.

73. Clearance of Contractor's Facilities

73.1 On or before expiry of the Defects Notice Period the Contractor shall clear away all his temporary facilities including but not limited to offices, camps, storage and holding yards, workshops, crushing and mixing plant, diversion and haul roads so that the land is returned to at least its previous condition and, in the case of agricultural land, potential productivity. Clearance shall include but not be limited to tasks such as the removal of unwanted structures, removal of metallic and concrete debris, removal and disposal of any soil contaminated by diesel, bitumen or other polluting material, ripping to relieve compaction, grading, replacement of topsoil, and turfing and grassing, as appropriate. Where improvements have been made such as land filling or installation of boreholes or construction of boat landings these may be retained subject to the agreement of the landowner. The Employer reserves the right to inspect the site of any facilities established or used by the Contractor in connection with the Works and to undertake any corrective measures necessary to restore the land, and to recover the cost from monies due or to become due to the Contractor.

74. Fair Wages

74.1 The Contractor shall pay not less than fair wage/minimum wages to labourers engaged by him on the work as revised from time to time by the Government of Rajasthan, but the Government shall not be liable to pay any thing extra for it except as stipulated in price adjustment clause (Clause 41) of the Contract.

(Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)

74.2 The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the laborers have been immediately or directly employed by him.

74.3 In respect of all laborers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with, the Public Works Department Contract Labour Regulations' made, or that may be 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 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 all other matters of a like nature.

74.4 The Project Manager 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 by a worker or workers by reasons of non-fulfillment of the conditions of the Contract for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the Contract or as a result of non-observance of the aforesaid regulations.

74.5 Vs-à-Vs the Government of Rajasthan the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-Contractors.

74.6 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.

75. Housing for Labour

75.1 The Contractor at his own expense shall provide and maintain, in a clean and sanitary condition, living accommodations for those employed by him on the project. Each building for living accommodation shall be provided with lights, water supply, and sanitary facilities and be properly furnished.

76. Safety and Accident Prevention Officer

76.1 Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and labour engaged on the Works, local residents in the vicinity of the Works, and the public travelling through the Works. The Contractor shall have on his staff on Site a designated officer qualified to promote and maintain safe working practices. This officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labour in their implementation.

77. Protective Clothing and Footwear

77.1 The Contractor shall, at his own expense, provide protective clothing and equipment to all staff and labour engaged on the Works to the satisfaction of the Project Manager, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor. Such clothing and equipment shall include, at a minimum, protective footwear for workmen undertaking concrete mixing work, protective footwear and gloves for any workmen performing bituminous paving works, protective footwear, clothing, cream, gauntlet-type gloves, hats, safety glasses or goggles and filter masks for workmen undertaking lime stabilisation works, hard hats for workmen engaged on bridge construction, and otherwise as appropriate to the job in hand and to the Project Manager's satisfaction.

77.2 Ensuring that all workers are provided with and use appropriate Personal Protective Equipment (PPE), Health and safety training should be conducted for all site personnel; availability of documented procedures to be followed for all site activities; and documentation of work-related accidents;

78. First-Aid Services

78.1 The Contractor shall, at his own expense, provide first aid equipment at all camps and work sites to the satisfaction of the Project Manager, and shall ensure that at all work sites where 40 or more persons are engaged on the Works there shall at all times be a person qualified in first-aid with access to appropriate first-aid equipment. A first-aid post shall be established at each base camp comprising a suitable room with two beds, washing and examination facilities, appropriate medical supplies, and staffed on a full-time basis by a qualified paramedical attendant.

79. Health and Pests

79.1 The Contractor shall at his own expense and throughout the period of the Contract ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements for his staff and labour, and shall comply with all the regulations and requirements of the local health authorities with respect to disease prevention and control. He shall warn his staff and labour of the dangers of communicable diseases including those transmitted by insects, water, faecal/oral contact and sexual activity. The Contractor shall take the precautions necessary to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and minimise the dangers to health and the general nuisance caused by the same. Should malaria or other insect-borne diseases be prevalent in the area, he shall provide his staff and labour with suitable prophylactics, equip living accommodation with screens and bed-nets, and carry out spraying with approved insecticides, as appropriate and to the Project Manager's satisfaction.

80. Supply of Drinking Water, Sanitation

80.1 The Contractor shall so far as is reasonable, having regard to local conditions, provide on the Site and at his expense an adequate supply of drinking water for the use of Contractor's staff and work people, together with sanitary facilities (portable toilets or latrines), to the satisfaction of the Project Manager.

81. Festivals and Religious Customs

81.1 The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

82. Disorderly Conduct

82.1 The Contractor shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Contractor's labour when this is done to the detriment of pre-existing local interests.

83. Records of Labour and Accidents

83.1 The Contractor shall maintain full records of numbers, working hours and wages of labour, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to the Project Manager as he may from time to time prescribe.

84. General

84.1 Unless otherwise indicated elsewhere in the Contract, The General Specification for civil works and the Quality Assurance and Quality Control (QAQC) document, as issued by the PMU of RUIDP, shall be followed. The QAQC document of JSCL is an integral part of the document and it will be provided with the bid document. A copy of the same shall be made available at the site by the contractor.

85. Site Office for Project Manager and Other Supervisory Staff

85.1 The Contractor shall arrange to provide office of 500 sq. ft. size as per specification with three tables, 10 chairs, two steel almirahs, sufficient number of display board, telephone etc. fully furnished office accommodation within 15 days from the date of commencement of same and shall become property of the Contractor at the completion of the work. The electrical charges / water charges & all other charges shall be arranged within the area of the package work. Approval shall be taken from Project Manager prior to making arrangement of the office. The construction of site office & its maintenance are incidental to the work. The office shall be functional till work is completed. If Project Manager found that office arranged by the contractor is not being maintained properly then Project Manager has right to deduct a reasonable amount from that payment

86. Field Laboratory

86.1 Within 15(Fifteen days) from the date of commencement of work the Contractor shall arrange to provide 250 sqft. Size a fully furnished and adequately equipped field laboratory as per Specifications and directions of the Project Manager, including maintenance of the same. This shall be removed at the completion of the work. All dismantled items of field

laboratory and all equipments shall be property of the Contractor at the completion of the work. The Laboratory shall be functional till the work is completed. If Project Manager found that Laboratory arranged by the Contractor is not being maintained properly then Project Manager has right to deduct a reasonable amount from payment. The construction of Field Laboratory & its maintenance are incidental to the work.

86.2 The calibration of the laboratory equipments and instruments shall at the initial stage to be certified by agencies approved by the Project Manager. Laboratory equipments shall be properly maintained and calibrated throughout the period of the Contract by the Contractor at his own expense. The Contractor shall notify the Project Manager in sufficient advance prior to conducting any tests for the materials and work. The Project Manager will also inspect the laboratory and the contractor shall provide adequate facilities to the Project Managers for his independent verification of the accuracy and adequacy of the facilities.

Indicative List of Laboratory Equipment Required

Sr. No.	Details
1	Compression Testing machine 100 MT capacity – 1 nos
2	Slump cone (2 nos)
3	IS Sieve Analysis Set
4	Gauge to measure thickness of coating
5	Measuring tape (4 nos of steel) , vernier scale, water tank for curing (2 nos), thermometers, vibrating platform, tools and tackles, etc
6	Levelling instrument (Auto levels of standard BIS manufacturer),
7	Compass
8	Balance (2 type) volume measuring apparatus & hand tools etc.
9	BIS Sieves, sieve shaker and hydrometer – 1 set each for Coarse and Fine aggregates
10	Sand replacement cylinder and core cutter – 1 set
11	Cylinder and cube moulds (Minimum 12 nos)
12	Measuring instruments
13	Instant Moisture meter
14	Ultrasonic density meter
15	Levelling staves (Aluminium) – 3 nos minimum
16	Compression testing machine for testing mortars and bricks etc – 1 nos
17	Plastic measuring cylinder for Silt content of fine aggregate – 1 nos
18	Bitumen content test equipment
19	Marshal stability equipment
20	Bitumen penetration test equipment
21	Bitumen pavement density testing equipment
22	Impact Value test for aggregates
23	Flakiness and elongation test for aggregates

87. Pre-Construction Inspection, Testing & Review of Data for Materials, Plant & Equipment

87.1 The contractor shall place order for the material and the equipment only after the approval of the Project Manager. The Contractor shall submit the detailed drawings for the approved manufacturer and the procedure of submission, review and revision shall be specified herein below.

87.2 The Contractor shall inform the Project Manager about the likely dates of manufacturing, testing and dispatching. The Contractor shall notify the Project Manager for Inspection and Testing, at least twenty eight days prior to packing and shipping and shall supply the manufacturer's test results and quality control certificates. The Project Manager

will decide whether he or his representative will inspect and test the material/ equipment or whether he will approve it on the basis of manufacturer's certificate.

87.3 The inspection and test categories shall be applied prior to delivery of the equipment, of various categories as indicated in the technical specifications for each type of the equipment.

Category A: - The Drawing has to be approved by the Project Manager before manufacturing and Testing. The material has to be inspected by the Project Manager or by an Inspecting agency approved by the Project Manager at the manufacturer's premise before packing and dispatching. The Inspection charges of the agency will be born by the Employer but the contractor has to pay the inspection charges. The Contractor shall include in their next bill the inspection charges and the same will be reimbursed by the Employer from the provisional Sum. The Contractor shall provide the necessary equipments and facilities for tests and the cost, thereof, shall be born by the Contractor. In case of failure of any item during third party inspection no charges shall be reimbursed to the contractor for the same.

Category B:- The drawings of the Equipment have to be submitted and to be approved by the Project Manager prior to manufacture. The material has to be tested by the manufacturer and the manufacturer's test certificates are to be submitted and approved by the Project Manager before dispatching of the Equipment. Notwithstanding the above, the Project Manager, after examination of the test certificates, reserves the right to instruct the Contractor for retesting, if required, in the presence of Contractor's representative.

Category C: The material may be manufactured as per standard and delivered to the site. For material / Equipment under category "A" and "B", the Project Manager will provide an authorization for packing and shipping after inspection.

The testing, approval for dispatching shall not absolve of the Contractor's obligation for satisfactory performance of the plant."

Indicative list of Inspection Items with Category

1.4.1 CiVI works

Sr. No.	Item	Category of inspection
1	Prestressing wires, sheathing etc.	Category A
2	Prestressing equipment	Category A
3.	Bearings	Category A
4	RE wall	Category A
5	Electric Cable , Conductors	Category A
6.	Electric poles	Category A
7.	Expansion Joint	Category A
8	Underground pipes	Category A
9	Others as directed by Engineer & as mentioned in QAQC manual	

88. Supply of Colored Record Photographs

88.1 The Contractor shall, at his own cost, arrange to take colour photographs at various stages / facets of the work including interesting and novel features of the work as directed by the Project Manager and supply two copies of colour record photographs mounted in the albums including negatives with specification and these shall be kept by Employer.

89. Public Awareness / Information Display

89.1 The Contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ banners etc. at selection points of project site giving such information as considered necessary for public awareness/ information/ safety as directed by the Project Manager.

90. Contractor's Responsibilities

90.1 The contractor shall promptly inform the Employer and the Project Manager of any error, omission, fault, or any other defect in the design or drawings or specification for the works, which he discovers when reviewing the contract documents, or in the process of

execution of the works. The Project Manager will resolve the ambiguity or correct the error and will notify the contractor of the interpretation to be adopted.

91. Services

91.1 Underground and overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost.

91.2 The contractor shall be required to carry out removal / shifting of existing utilities as itemized in the BOQ. The contractor work program shall include this activity. The work shall be carried out under supervision of concerned department. The supervision charges of the line agencies shall be paid by the contractor and shall be reimbursed on actual on submission of receipt.

91.3 Shifting of underground and overhead services other than itemized in the BOQ, but falling in the alignment of pipe line will have to be done by Contractor. The employer would provide full support to contractor in coordinating with line agencies; however no claim on account of delay in shifting of utilities by line department will be admissible.

92. Setting Out

92.1 The Contractor(s) shall set out the whole of the work in conjunction with an officer to be deputed by the Project Manager and during the progress of the work to amend on the requisition of the Project Manager any errors which may arise therein and provide all the necessary labour materials and equipments for so doing. The contractor(s) is/are to provide all tools, plant, machinery, labour and materials (with the exceptions noted in the relevant clauses for issue of departmental materials as per schedule attached) which may be necessary and required for the work. All materials and workmanship shall conform to the relevant specifications mentioned in the tender documents.

92.2 During execution of pile foundation, if there is any variation in soil strata which was not anticipated earlier, the matter shall be referred to Engineer – in – charge for review and modification of design by the competent authority, if considered necessary. Time taken in this process is consider in the original completion period, however no claim on account of delay in getting the sanction from competent authority will be admissible.

92.3 The contractor shall carryout the detailed topographic survey at site and prepare the pre-commencement survey map for approval of the Engineer's representatives. Based on the approved Pre-commencement survey map, the contractor will prepare the necessary working drawings for the purpose of execution.

92.4 GAD of ROB has been approved from railways. The execution of central portion (Rly Span / Spans) shall be carried out on the basis of approved drawings under the supervision of concerned Railway officers. The contractor shall be obtain all the necessary approvals / sanctions etc. required prior to execution of works within the Railway boundary from the concerned offices of the Railway. The Employer would provide full support to contractor in coordinating with the Railways, however, no claim on account of delay in getting to sanction from Railway Department will be admissible. **In case Railway authority execute the work of railway portion by own, no claim on account of reducing the scope of work of Railway portion will be admissible.**

92.5 Contractor shall be responsible for taking all traffic block and shutdowns etc. from west central railway authority for execution in railway land / spans. Contractor will get all designs and drawings approved from west central railway authority for all temporary and permanent works of railway land / spans. This will be all incidental to the work. No separate claim on this account shall be payable.

92.6 Defect liability period shall be 36 months. Contractor shall furnish an affidavit from the manufacture / supplier firms before actual date of completion.

93. Labor

93.1 Engagement of Staff and Labor

- a) Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

- b) The contractor shall pay equal wages for men and women for work of equal value or type.
- c) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.
- d) The Contractor shall be responsible for obtaining all necessary permit(s) and/or Visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors 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.
- e) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- f) Be required to employ atleast 50% of the labour force from communities within a radius of 2kms from the site, if sufficient people are available.

93.2 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

93.3 Labor Laws

- (a) The Contractor shall comply with all the relevant labor 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.
- (b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
- (c) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

93.4 Rates of Wages and Conditions of Labour

- (a) The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.
- (b) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

93.5 Working Hours

- (a) No work shall be carried out on the Site on locally recognized days of rest, or outside the Normal working hours, which shall be 9.00 AM to 5.00 PM on all days of the week., unless:
 - (i) otherwise stated in the Contract,
 - (ii) the Project Manager 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 Project Manager.
- (b) If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.
- (c) This Sub-Clause shall not apply to any work, which is customarily carried out by rotary or double-shifts.

93.6 Facilities for Staff and Labor

- (a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.
- (b) 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.

93.7 Health and Safety

- (a) 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 and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- (b) The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
- (c) The Contractor shall send, to the Engineer, details of any accident 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 may reasonably require.
- (d) The Contractor shall throughout the contract (including the Defect Liability Period):
 - (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Project Manager's employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;
 - (ii) provide male or female condoms for all Site staff and labor as appropriate; and
 - (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each

component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose

93.8 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

93.9 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager. Until the Contractor has completed all work.

93.10 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food 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.

93.11 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

93.12 Measures against Insect and Pest Nuisance

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.

93.13 Alcoholic Liquor or Drugs

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 by Contractor's Personnel.

93.14 Arms and Ammunition

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.

93.15 Prohibition of All Forms of Forced or Compulsory Labour

The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

93.16 Prohibition of Harmful Child Labor

The Contractor shall not employ 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. "Child" means a child below the statutory minimum age of 14 years.

94 MONITORING

Provision for regular monitoring will be made as per the Environmental Management Plan and actions will be taken in case of non-compliance.

TERMS OF REFERENCE FOR PROJECT MANAGER

95 Project Manager

95.1 Scope

95.1.1. These Terms of Reference (the "TOR") for the Project Manager are being specified pursuant to the EPC Agreement dated (the "Agreement"), which has been entered into between the [name and address of the Authority] (the "Authority") and (the "Contractor") for Four Laning of the **** section (km ** to km **) of Roads in the Jaipur Town on Engineering, Procurement, Construction (EPC) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

95.1.2 The TOR shall apply to construction and maintenance of the Project Highway.

95.2 Definitions and interpretation

95.2.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

95.2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and reference to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

95.2.3 The rules of interpretation stated in Clauses 1.2,1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

95.3. General

95.3.1 The Project Manager shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

95.3.2 The Project Manager shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:

(a) any Time Extension;

(b) any additional cost to be paid by the Authority to the Contractor;

(c) the Termination Payment; or

(d) any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. fifty lakh).

95.3.3 The Project Manager shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Project Manager within 10 (ten) days of the beginning of every month.

95.3.4 The Project Manager shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter

- for the Authority's prior approval in accordance with the provisions of Clause 18.2.
- 95.3.5 The Project Manager shall aid and advise the Authority on any proposal for Change of Scope.
- 95.3.6 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Project Manager shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.
- 95.4 Construction Period
- 95.4.1 During the Construction Period, the Project Manager shall review the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1.6. The Project Manager shall complete such review and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 95.4.2 The Project Manager shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- 95.4.3 The Project Manager shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.
- 95.4.4 The Project Manager shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- 95.4.5 The Project Manager shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period.
- 95.4.6 The Project Manager shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.
- 95.4.7 The Project Manager shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the

Safety Consultant.

- 95.4.8 The Project Manager shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Project Manager may require.
- 95.4.9 For determining that the Works conform to Specifications and Standards, the Project Manager shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.9, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MOSRTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 95.4.10 The Project Manager shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- 95.4.11 The timing of tests ,and the criteria for acceptance/ rejection of their results shall be determined by the Project Manager in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- 95.4.12 In the event that results of any tests conducted establish any Defects or deficiencies in the Works, the Project Manager shall require the Contractor to carry out remedial measures.
- 95.4.13 The Project Manager may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions shall apply.
- 95.4.14 In the event that the Contractor fails to achieve any of the Project Milestones, the Project Manager shall undertake a review of the progress of construction and identify potential delays, if any. If the Project Manager shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Project Manager shall review the same and send its comments to the Authority and the Contractor forthwith.
- 95.4.15 The Project Manager shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued.
- 95.4.16 Project Manager may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Project Manager shall inspect such remedial measures forthwith and make a report to the

Authority recommending whether or not the suspension hereunder may be revoked.

95.4.17 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Project Manager to inspect such works, the Project Manager shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

95.4.18 The Project Manager shall carry out, or cause to be carried out, all the Tests specified and issue a Completion Certificate or Provisional Certificate, as the case may be.

95.5. Maintenance Period

95.5.1 The Project Manager shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with the Contractor.

95.5.2 The Project Manager shall undertake regular inspections, at least once every month, to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.

95.5.3 The Project Manager shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Contractor in this behalf.

95.5.4 In respect of any defect or deficiency, the Project Manager shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

95.5.5 The Project Manager shall examine the request of the Contractor for closure of any lane(s) of the Project Highway for undertaking maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Contractor to the Authority.

95.6 Determination of costs and time

95.6.1 The Project Manager shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

95.6.2 The Project Manager shall determine the period of Time Extension that is required to be determined by it under the Agreement.

95.6.3 The Project Manager shall consult each Party in every case of determination.

95.7. Payments

95.7.1 The Project Manager shall withhold payments for the affected works for which the

Contractor fails to revise and resubmit the Drawings to the Project Manager.

95.7.2 Project Manager shall -

(a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and

(b) within 15 (fifteen) days of the receipt of the Stage Payment Statement, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments.

95.7.3 The Project Manager shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

95.7.4 The Project Manager shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance.

95.8. Other duties and functions

The Project Manager shall perform all other duties and functions as specified in the Agreement.

95.9 Miscellaneous

95.9.1 A copy of all communications, comments, instructions, Drawings or Documents sent by the Project Manager to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Project Manager thereon, shall be furnished by the Project Manager to the Authority forthwith.

95.9.2 The Project Manager shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

95.9.3 Within 90 (ninety) days of the Project Completion Date, the Project Manager shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.

95.9.4 The Project Manager, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

95.9.5 The Project Manager shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

Section VI C: Contract Forms

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(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

1. Letter of Acceptance

Letter of Acceptance

[on letter head 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/ Performance Security Declaration 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, JSCL, Jaipur.

Designation:

2. Contract Agreement.

Contract Agreement

THIS AGREEMENT made theday of,, between the Governor of Rajasthan/ [**Jaipur 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 Jaipur 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 alongwith 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.
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

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

(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
for and on behalf of the Governor/ Palika Entity
(Chief Executive Officer, JSCL)
in the presence of

Signed by.....
for and on behalf the Contractor

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature,
Address, Date

3. Performance Security

Performance Security

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

Beneficiary: **[Name and Address of Procuring Entity (Chief Executive Officer, Jaipur 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.

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.**

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

4. Performance Security Declaration

Form of Performance Security Declaration

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

Contract Name and No.: _____ **[insert name and number of Contract]**

To: _____ **[insert Designation and complete address of Procuring Entity]**

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ **[insert name of subject matter of procurement]**.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ **[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]** starting on the date that we receive a notification from you, the _____ **[Designation of the Procuring Entity]** that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

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

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Declaration]

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

[insert complete name and address of the Bidder]

Dated on _____ day of _____, _____ **[insert date of signing]**

Corporate Seal _____

Contract Agreement Works

THIS AGREEMENT made this.....day of.....2017., between Government of Rajasthan, represented by the Chief Executive Officer, JSCL (Jaipur Smart City Limited) JMC Building,Pt Deendayal Upadhyay Bhawan LalKothi,Tonk Road,Jaipur-302016 Phone No. 0414-2741346/2741347 ,E-Mail ID: jscljaipur@gmail.com

(hereinafter "the Employer"), of the one part and M/S (hereinafter "the Contractor"), of the other part:

WHEREAS the *Employer* desires that the Works known as Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD Area of Jaipur 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

The Employer and the Contractor agree as follows:

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

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
 - 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
Jaipur Smart City Limited
for and on behalf of the Employer

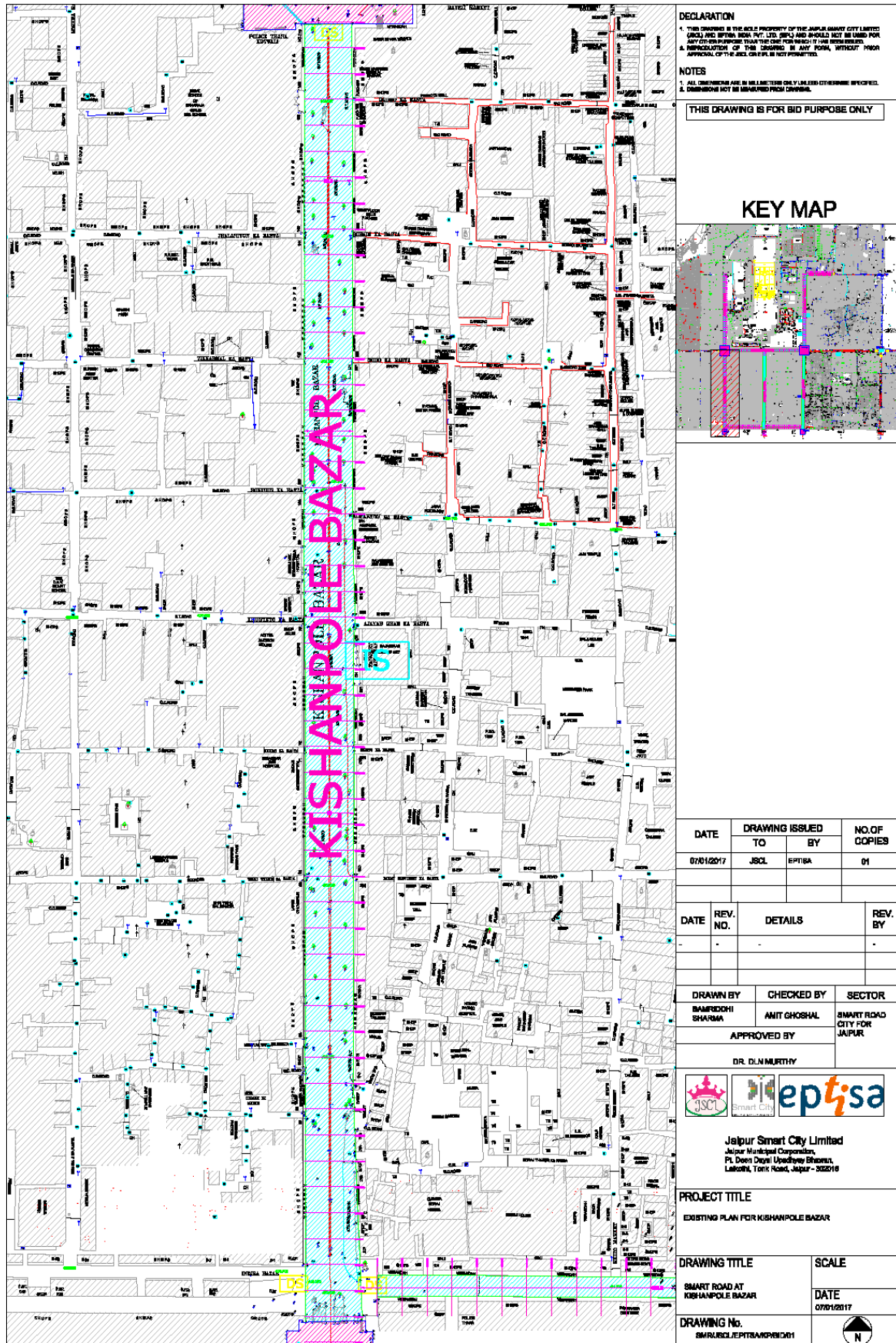
for and on behalf the Contractor

Witness, Name, Signature, Address
Signed by

Witness, Name, Signature, Address
Signed by

Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

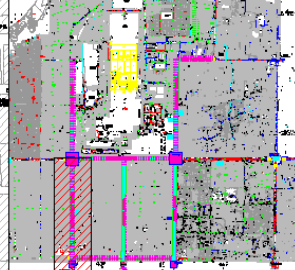


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APPROVED BY
 DR. D.N. MURTHY

Jaipur Smart City Limited
 Jaipur Municipal Corporation,
 Pl. Doodh Udayesh Bhawan,
 Lakota, Tonk Road, Jaipur - 302018

PROJECT TITLE
 EXISTING PLAN FOR KISHANPOLE BAZAR

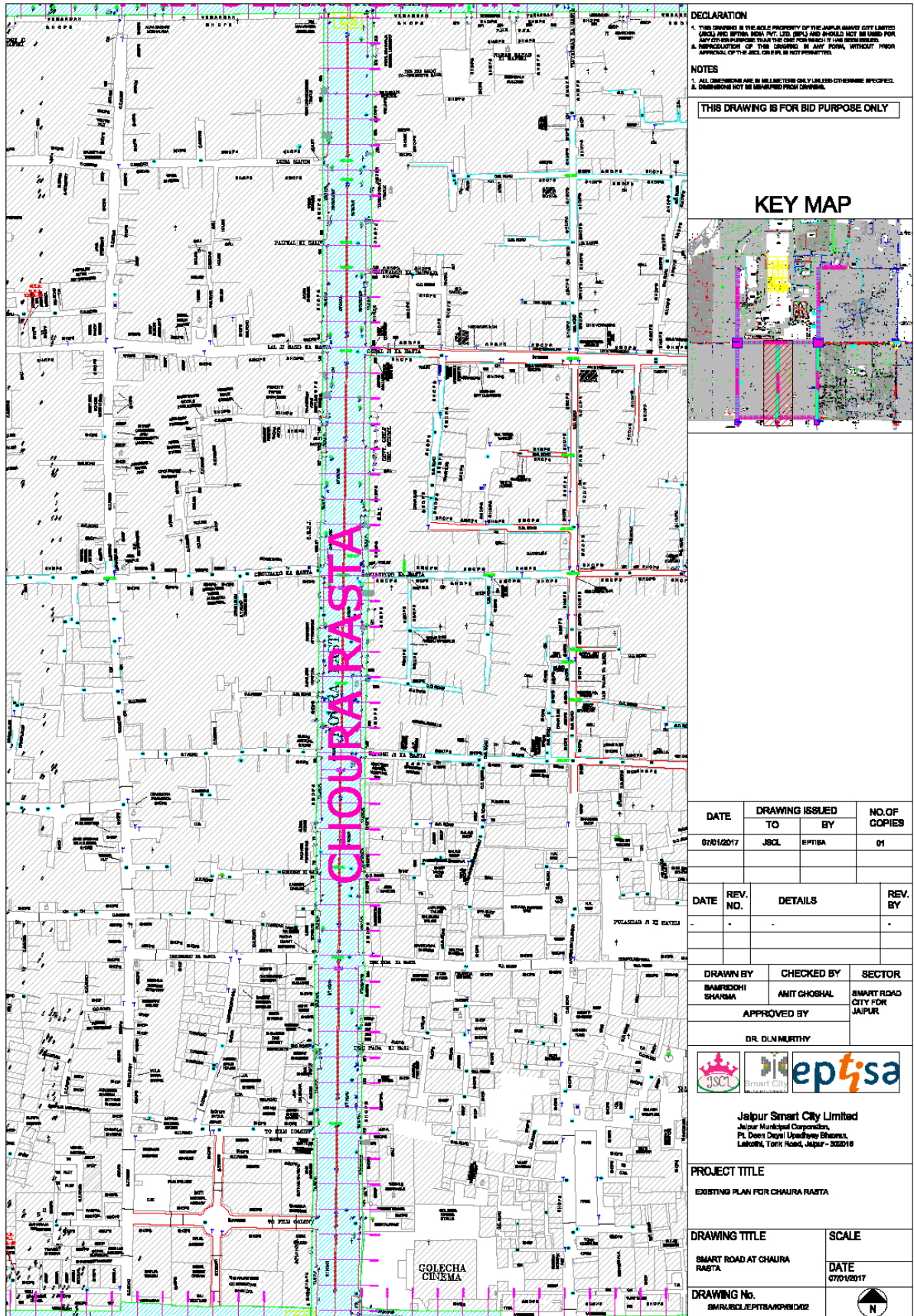
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SMART ROAD AT KISHANPOLE BAZAR	

DRAWING No.	DATE
SMR/JSCCL/EPTISANR/PRD/01	07/01/2017



Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

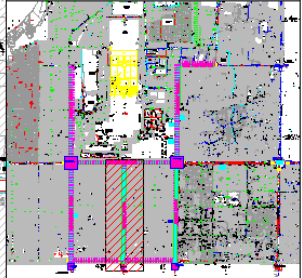


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APPROVED BY		
DR. DILNURTIY		

Jaipur Smart City Limited
 Jaipur Municipal Corporation,
 P1, Durgam Chauri, Udaipuri Scheme,
 Lakshmi, Tonk Road, Jaipur - 302016

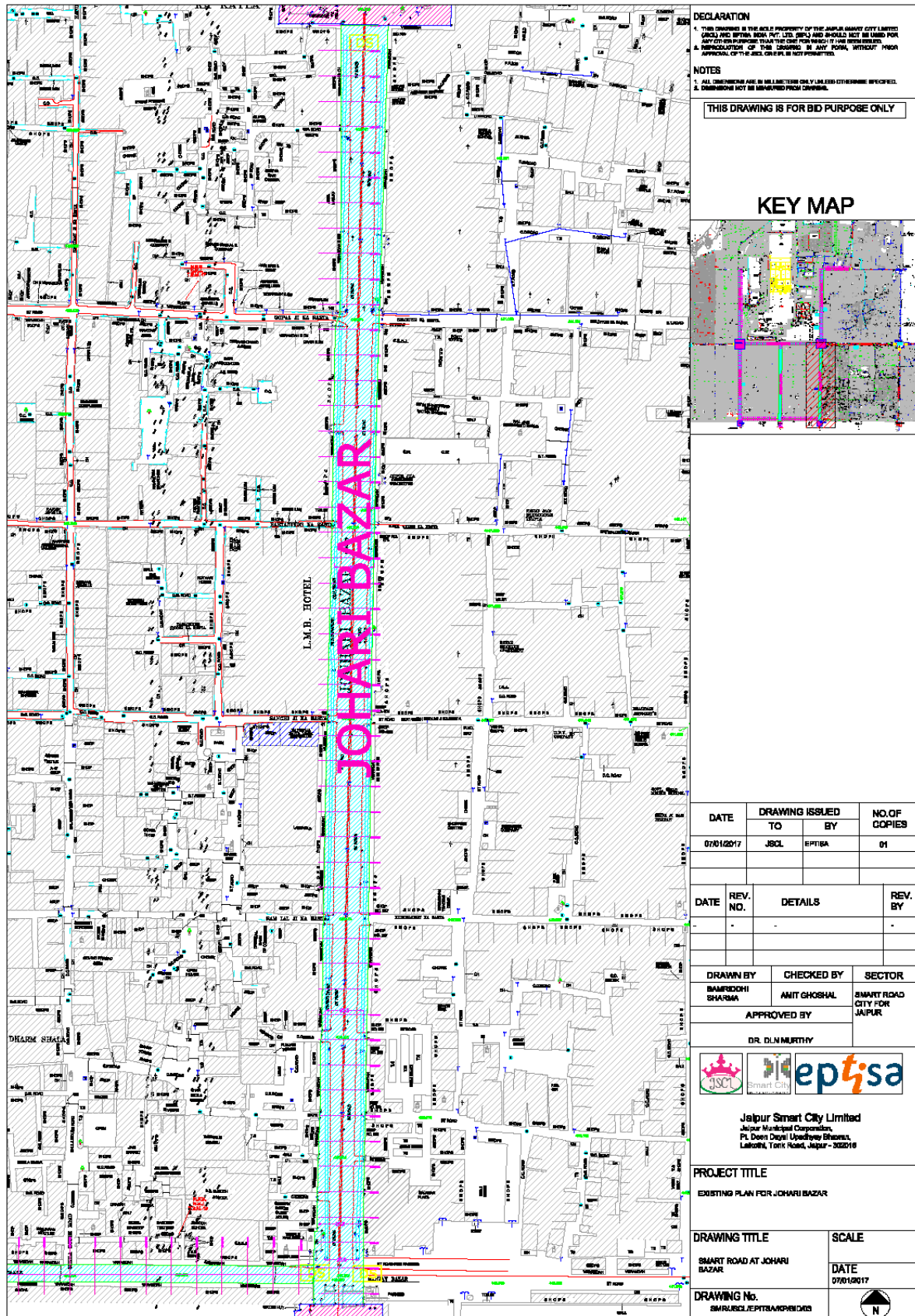
PROJECT TITLE
 EXISTING PLAN FOR CHOURA RASTA

DRAWING TITLE	SCALE
SMART ROAD AT CHOURA RASTA	
DRAWING No. SM/RSCL/EPT/RA/MP/EN/002	DATE 07/01/2017



Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)



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APPROVED BY		
DR. DINMURTHY		



Jaipur Smart City Limited
 Jaipur Municipal Corporation,
 Pl. Doodh Dugai Upadhyay Bhawan,
 Lakshmi, Tonk Road, Jaipur - 302016

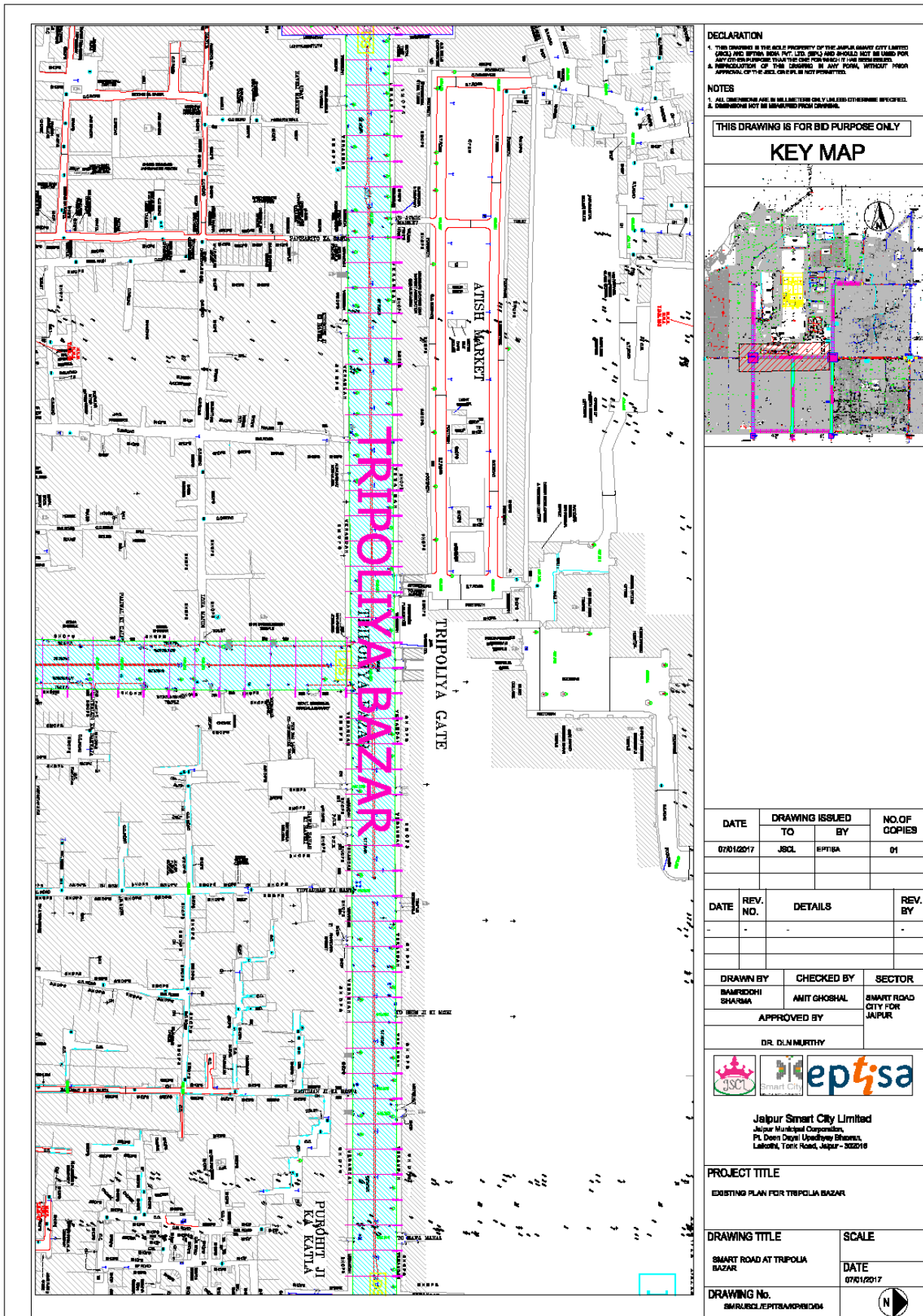
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DRAWING No.
 SMR/RC/JE/PT/BA/001/001

SCALE
 DATE
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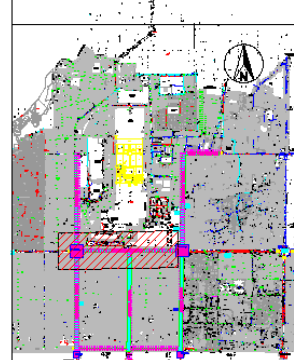


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APPROVED BY
 DR. D.J. MURTHY

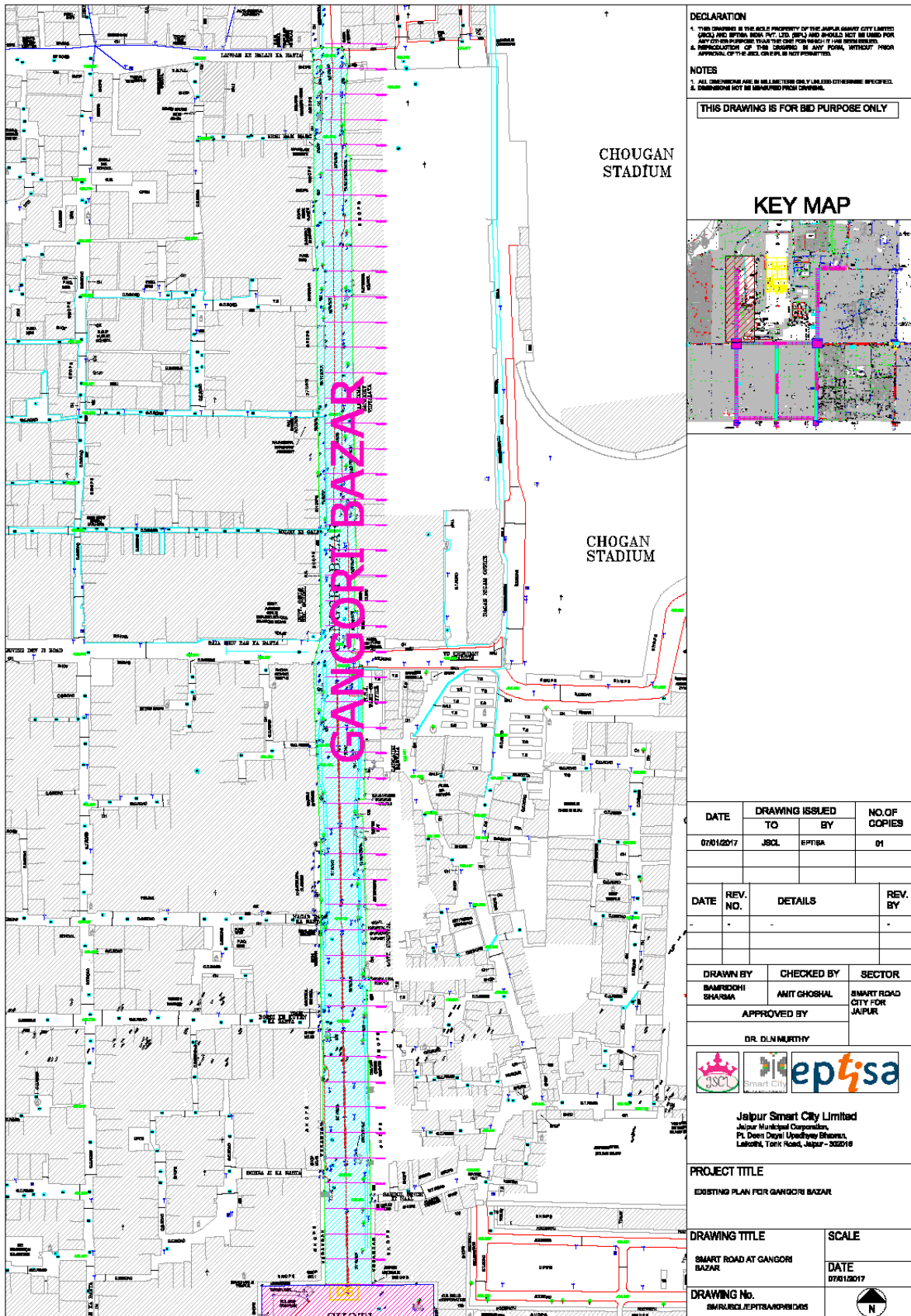


PROJECT TITLE
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DRAWING TITLE	SCALE
SMART ROAD AT TRIPOLIYA BAZAR	DATE 07/01/2017

DRAWING No. SMR/JSCCL/EPTISA/RP/04



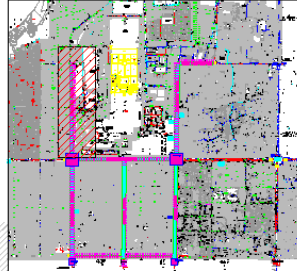


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APPROVED BY
DR. D.N. MURTHY



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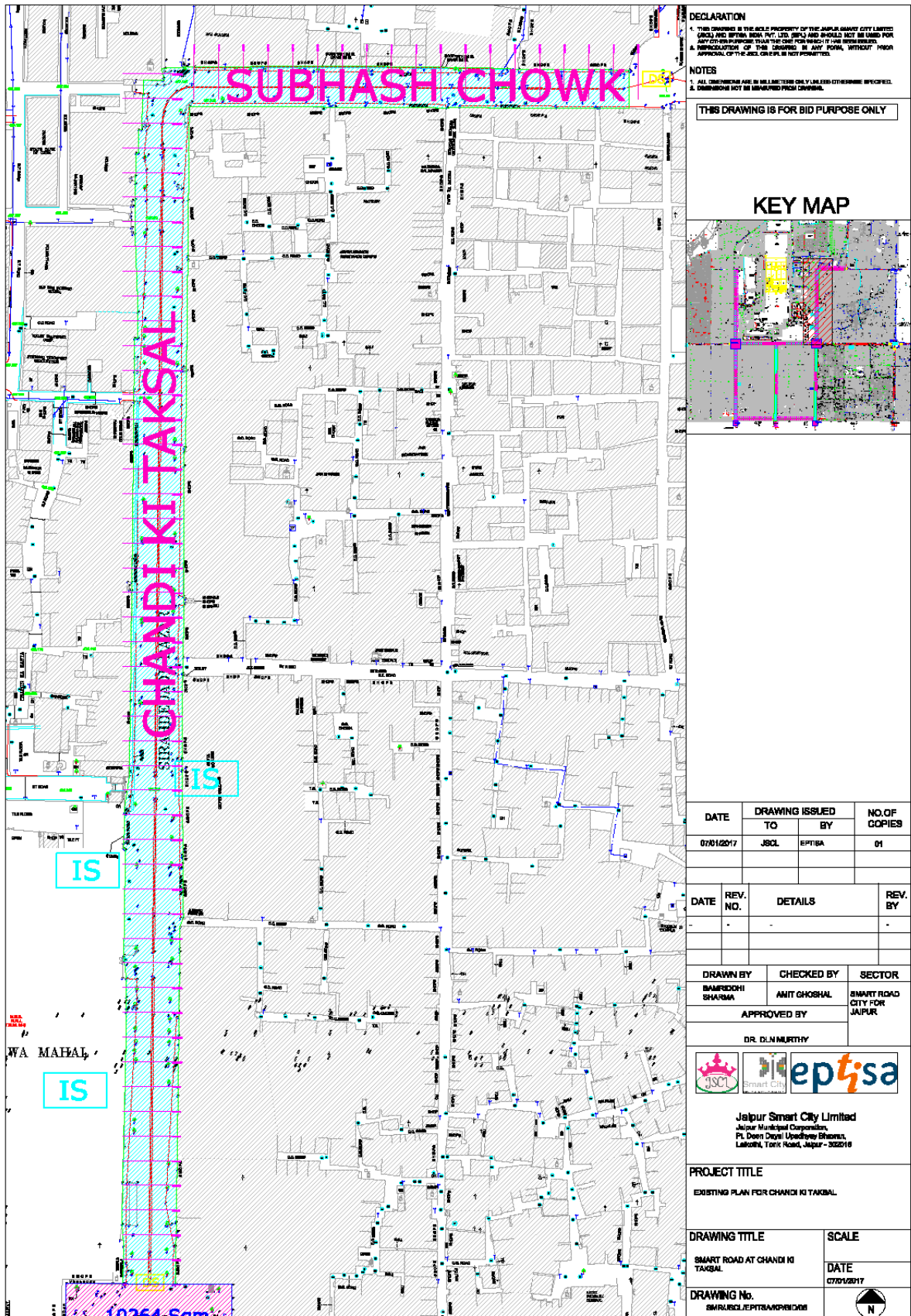
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DRAWING TITLE
 SMART ROAD AT GANGORI BAZAR

DRAWING No.
 SMR/SC/EP/TRA/KNP/0016

SCALE
 DATE
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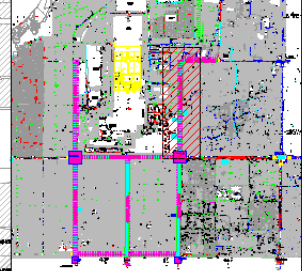


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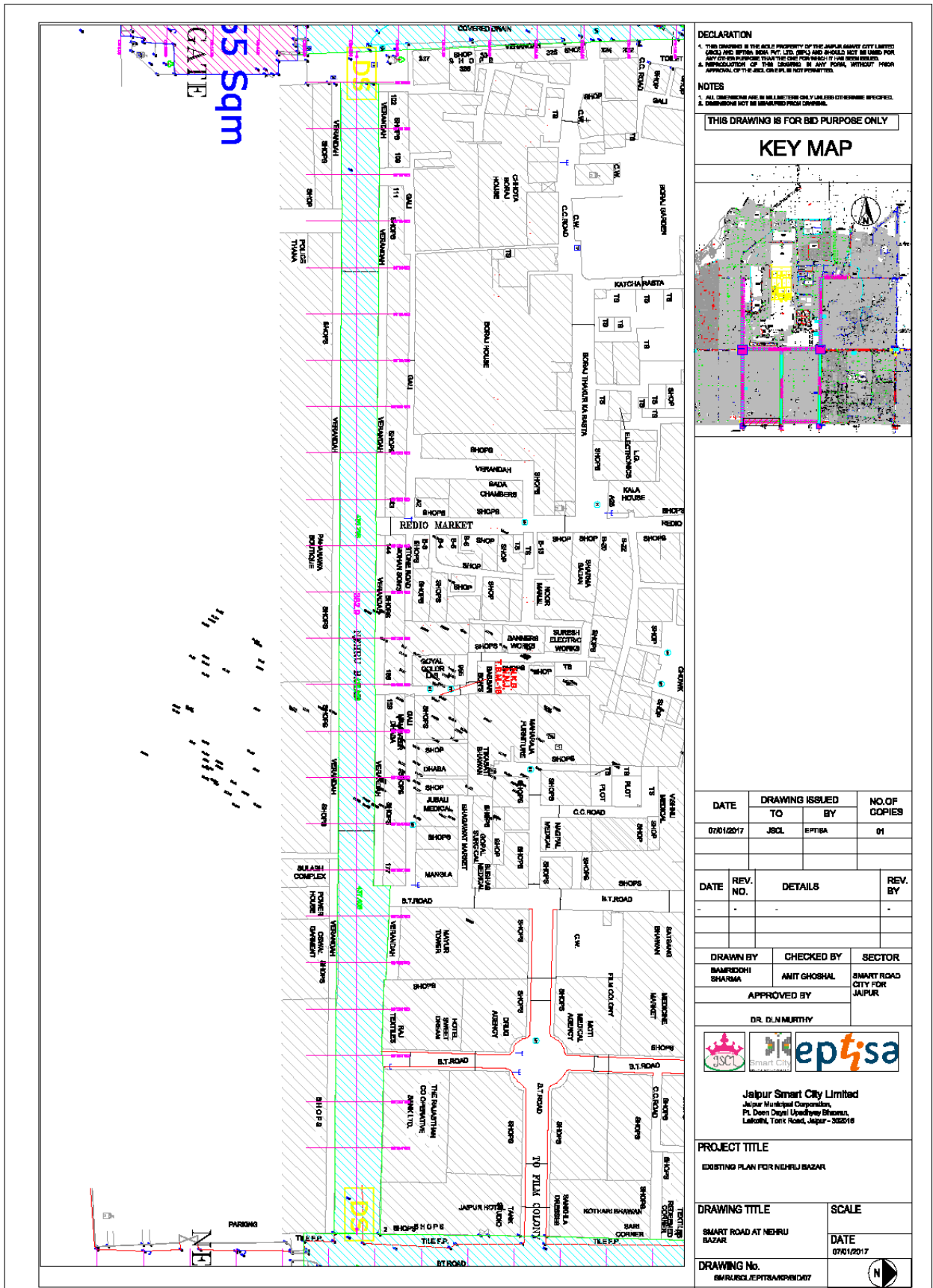
PROJECT TITLE
 EXISTING PLAN FOR CHANDKI KI TAKSAL

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SMART ROAD AT CHANDKI KI TAKSAL	
DRAWING No. SMR/RCL/EPT/SMR/CP/0108	DATE 07/01/2017



Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

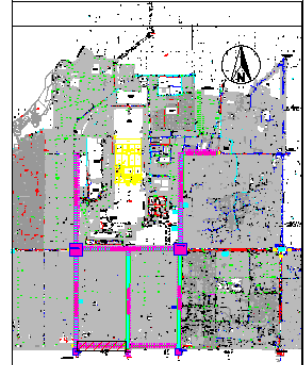


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APPROVED BY
DR. D.N. MURTHY

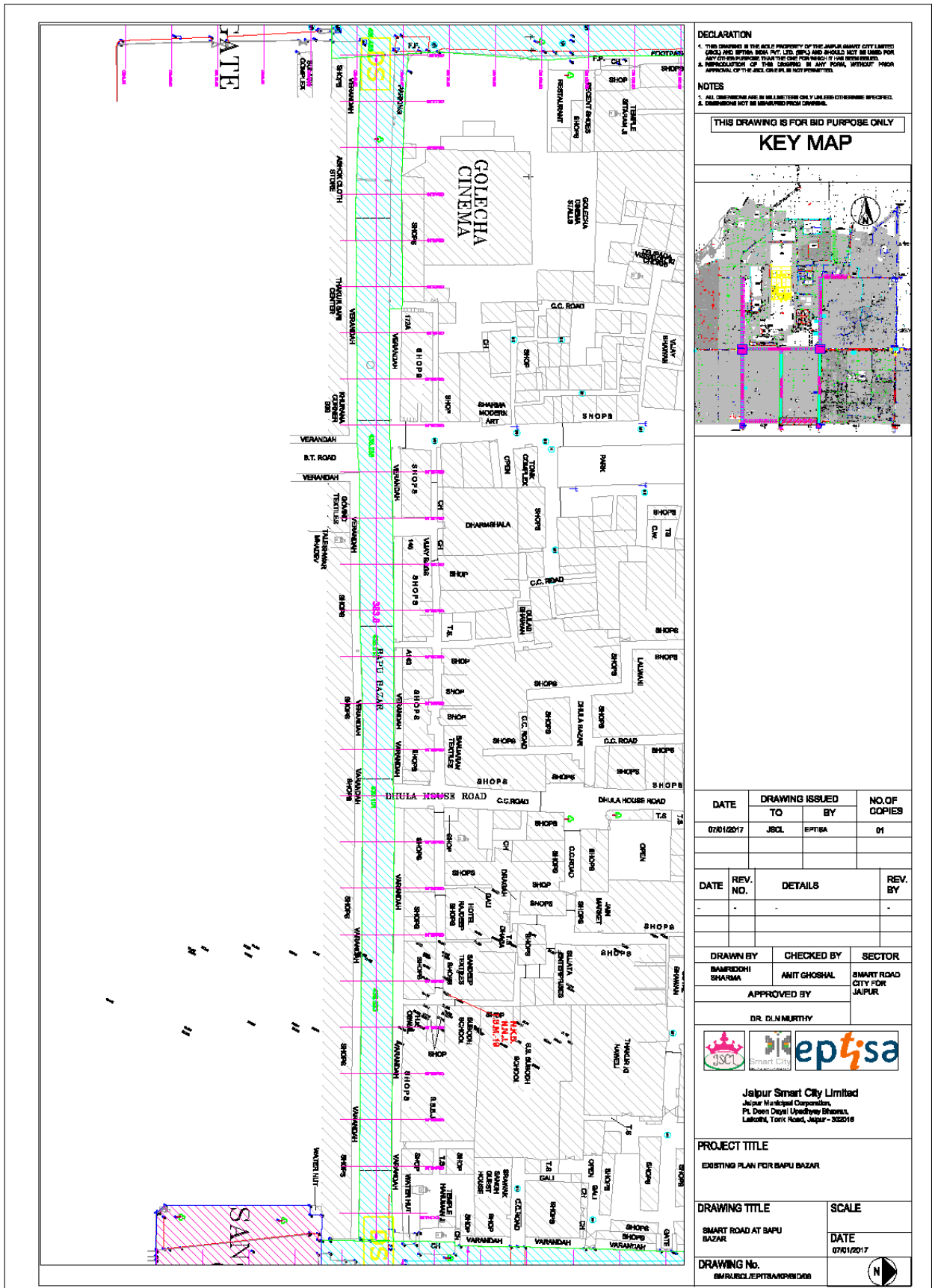


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PROJECT TITLE
 EXISTING PLAN FOR NEHRU BAZAR

DRAWING TITLE	SCALE
SMART ROAD AT NEHRU BAZAR	

DRAWING No.	DATE
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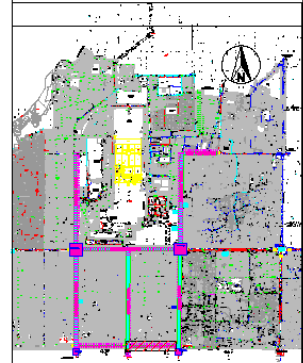


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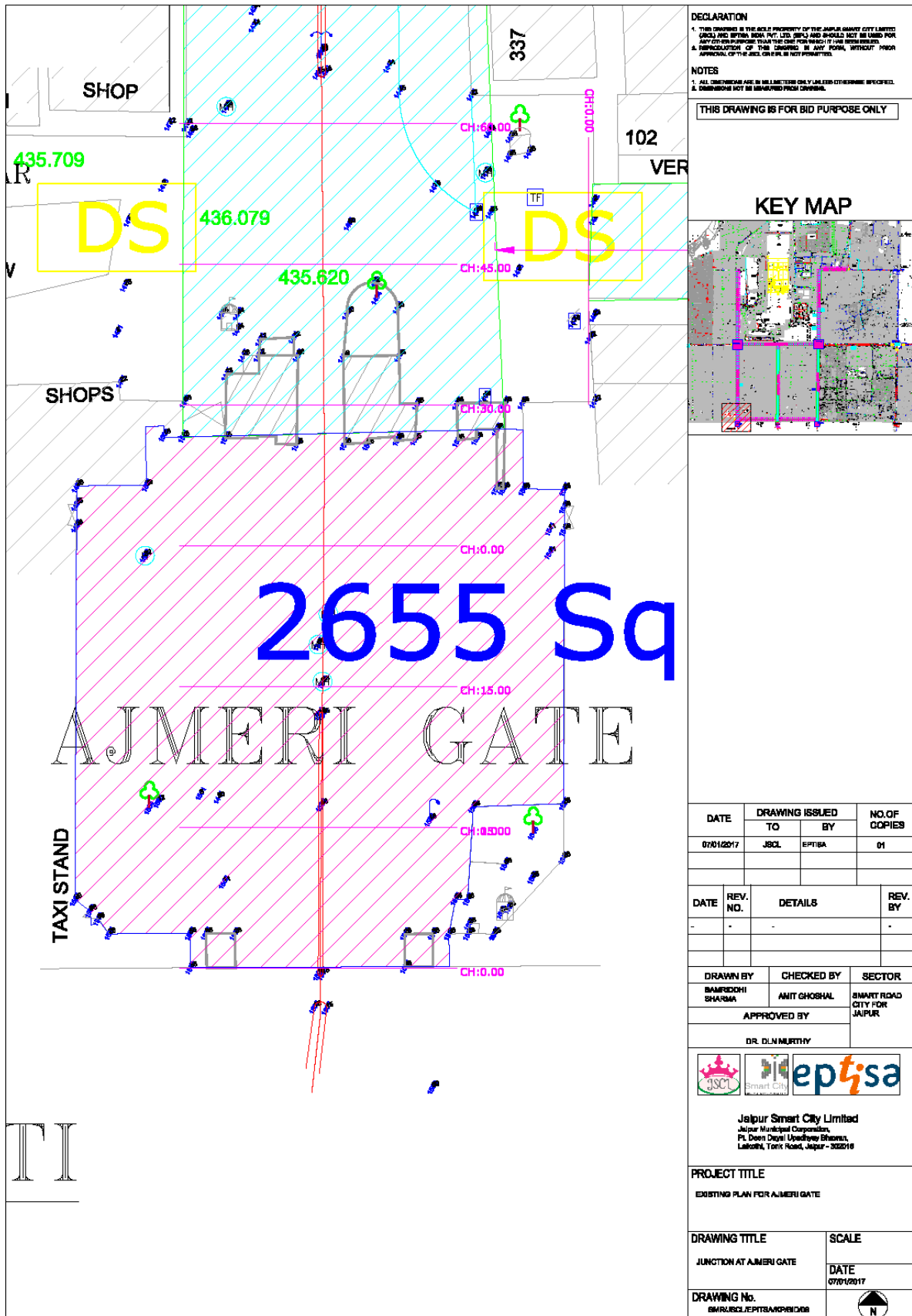
PROJECT TITLE
 EXISTING PLAN FOR BAPU BAZAR

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SMART ROAD AT BAPU BAZAR	
DRAWING No. SMR/JSCCL/EPTISAKMP/CD/06	DATE 07/01/2017



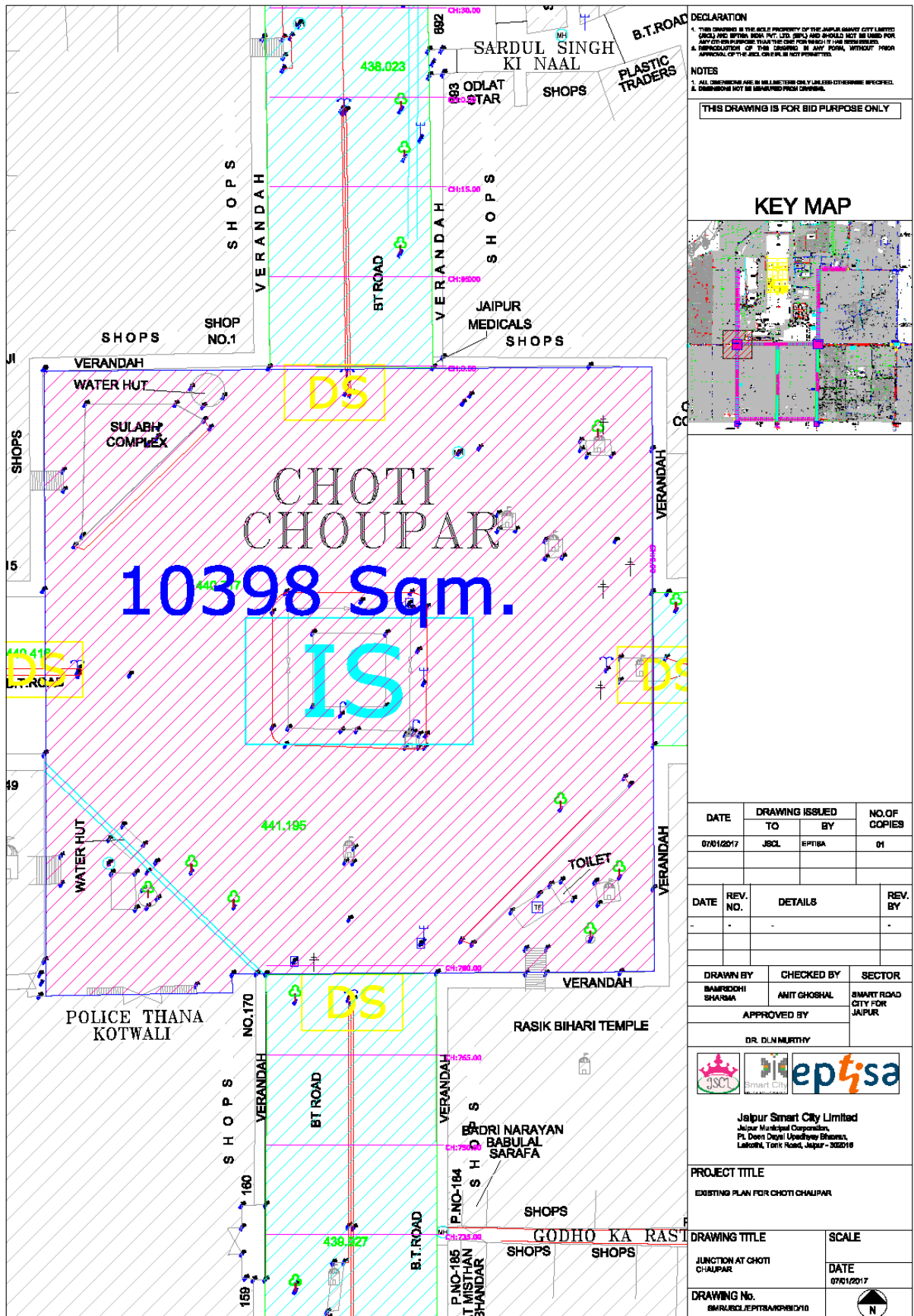
Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)



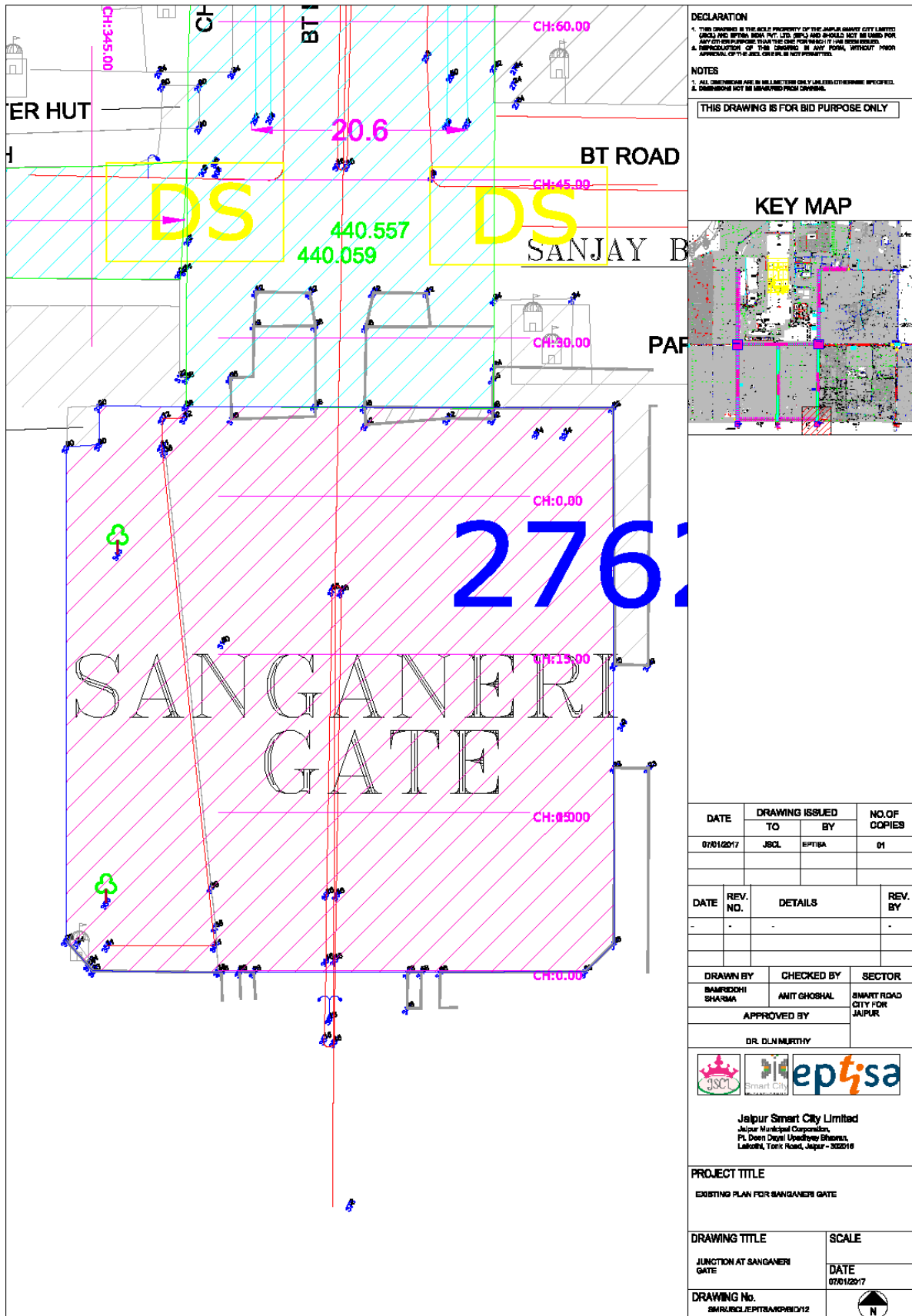
Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)



Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)



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PROJECT TITLE
EXISTING PLAN FOR SANGANERI GATE

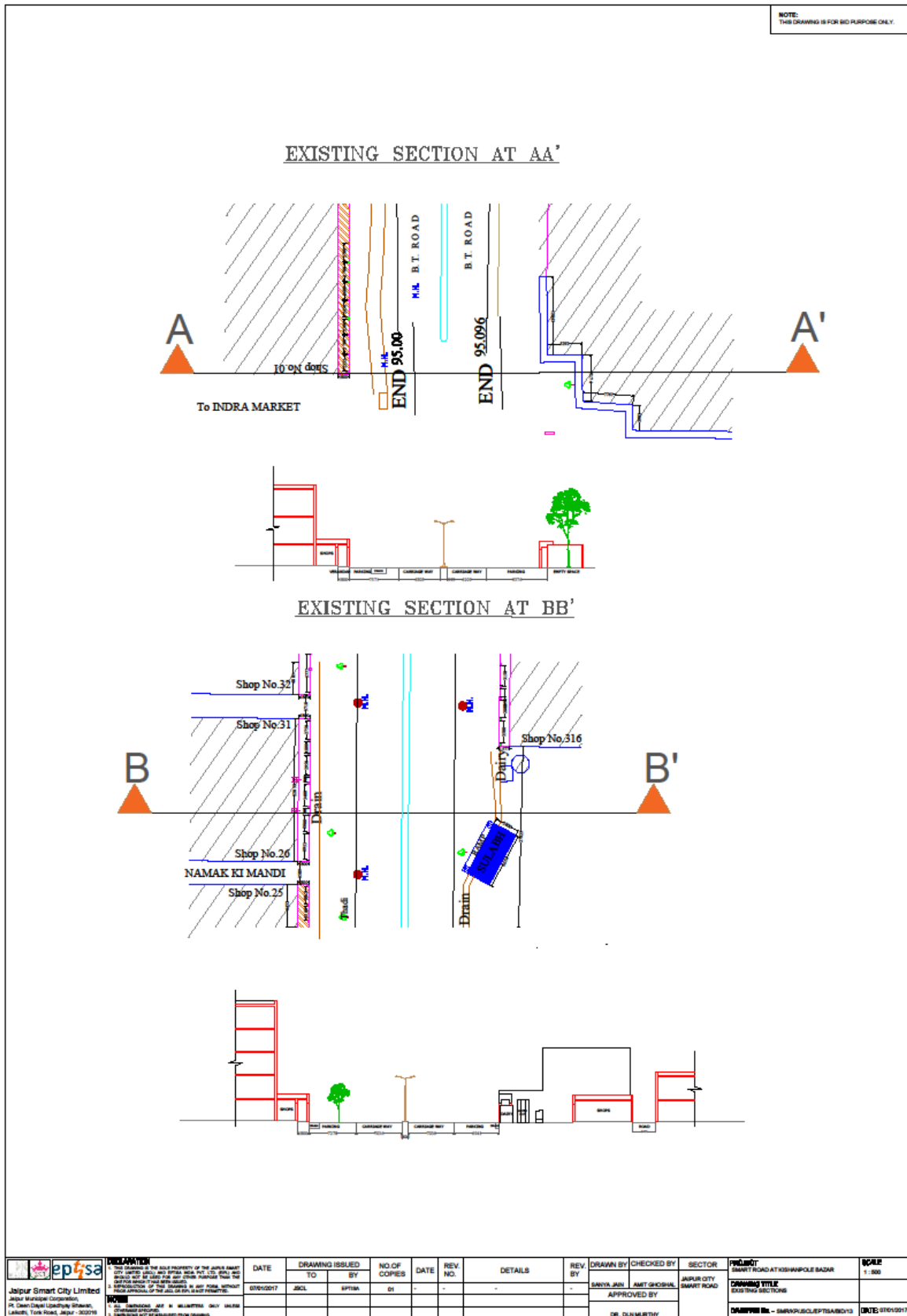
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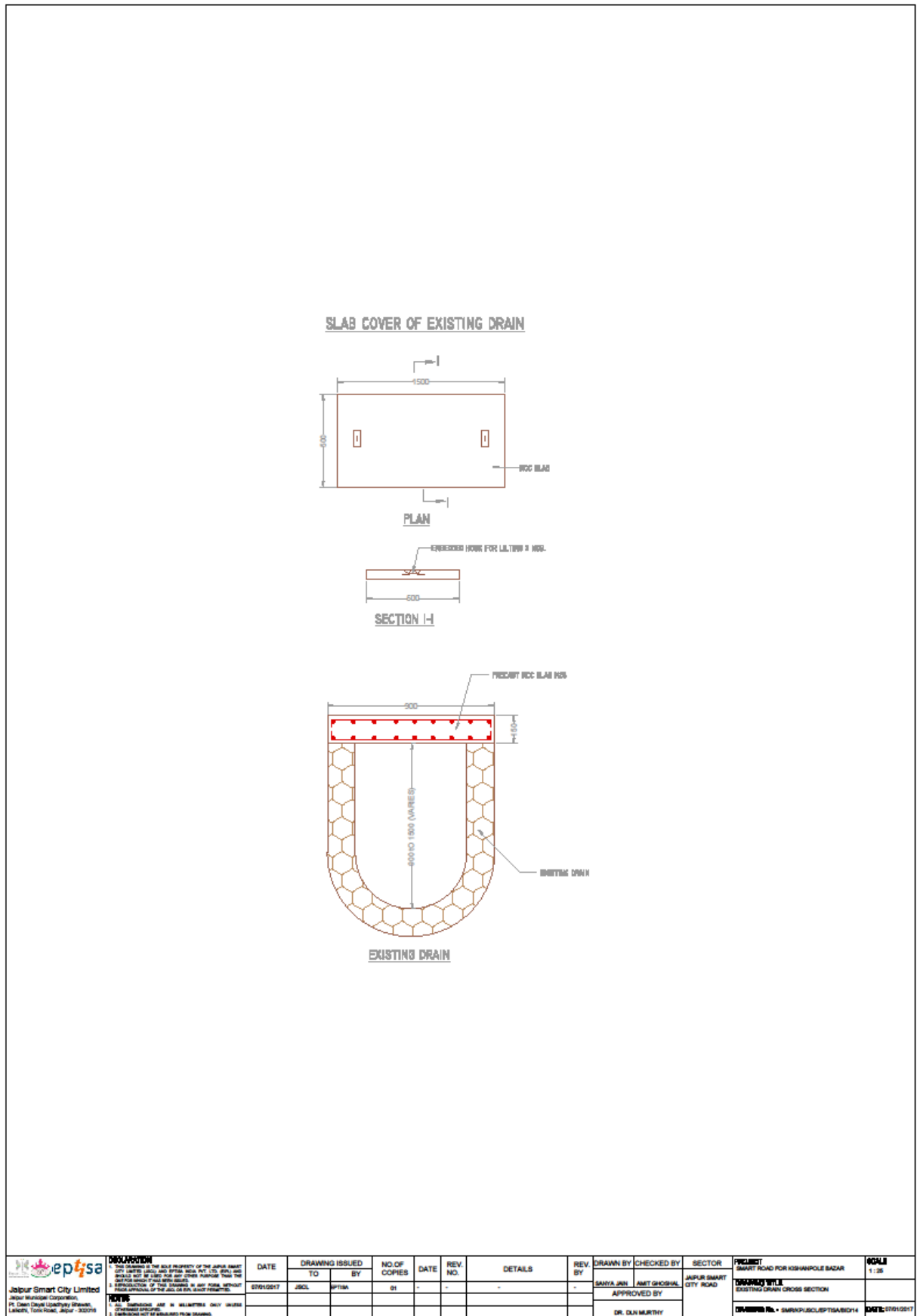
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SMR/RC/JE/PT/BA/RD/01/2	07/01/2017

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Volume-I Section-VI C: Contract Forms

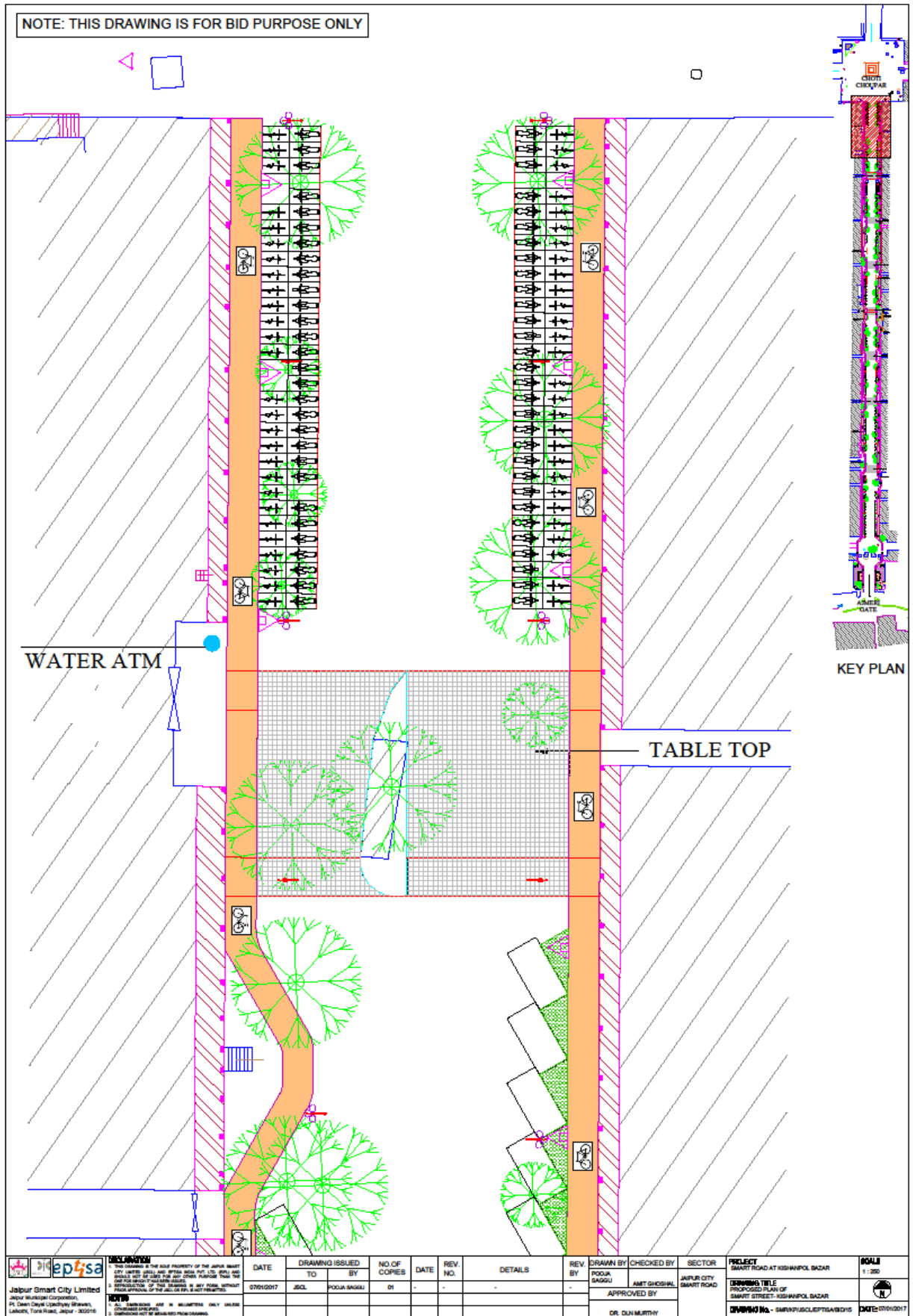
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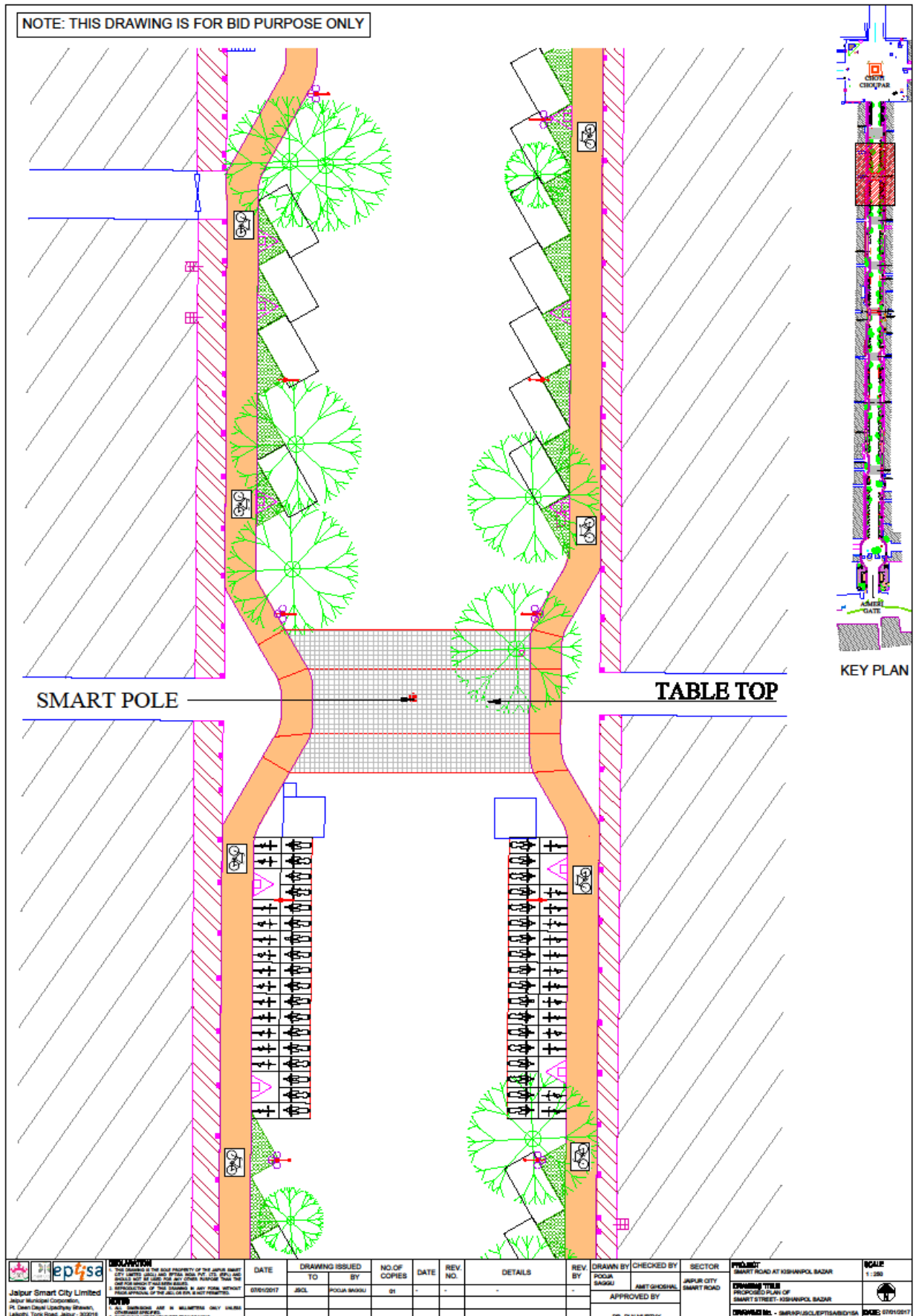
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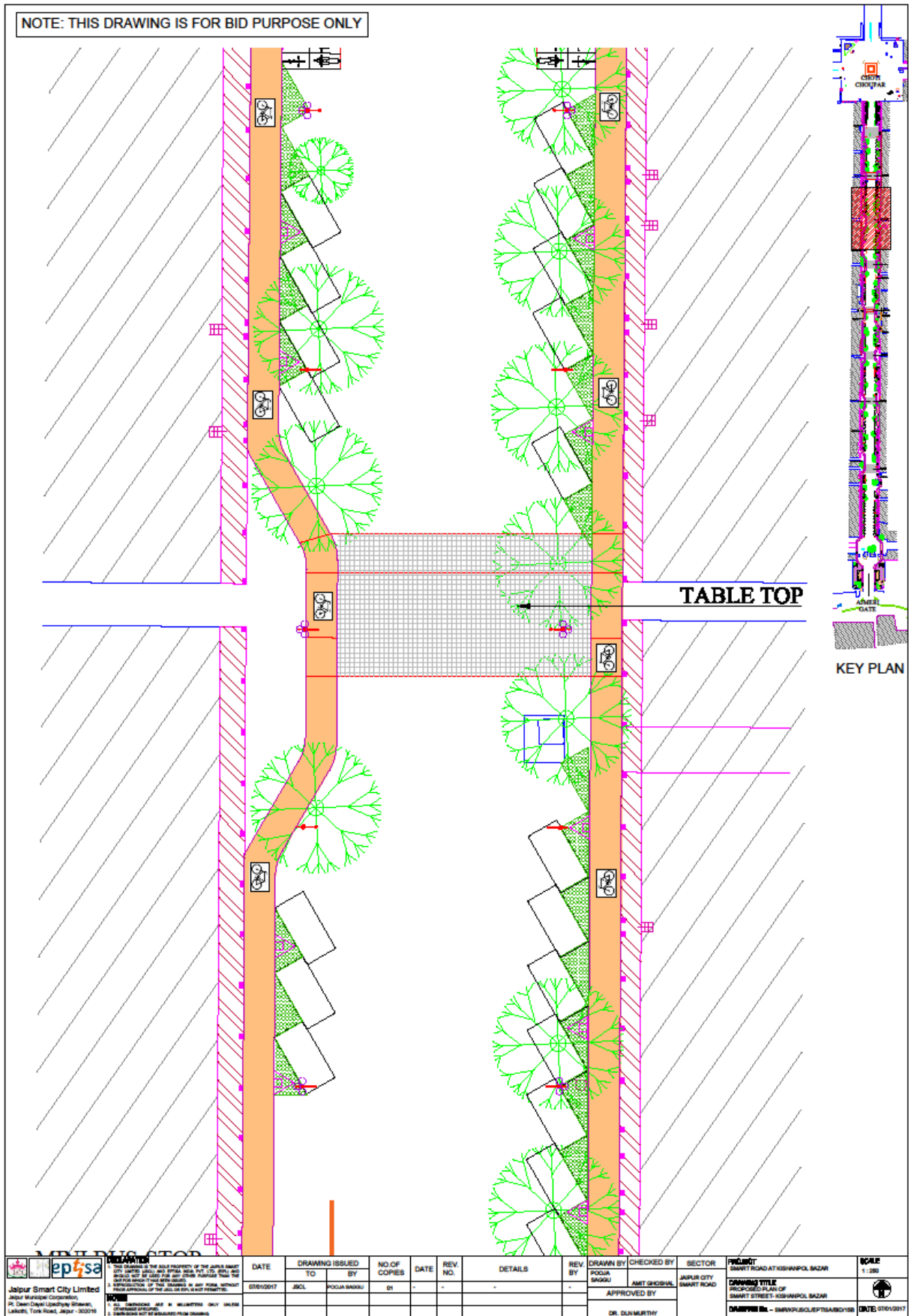
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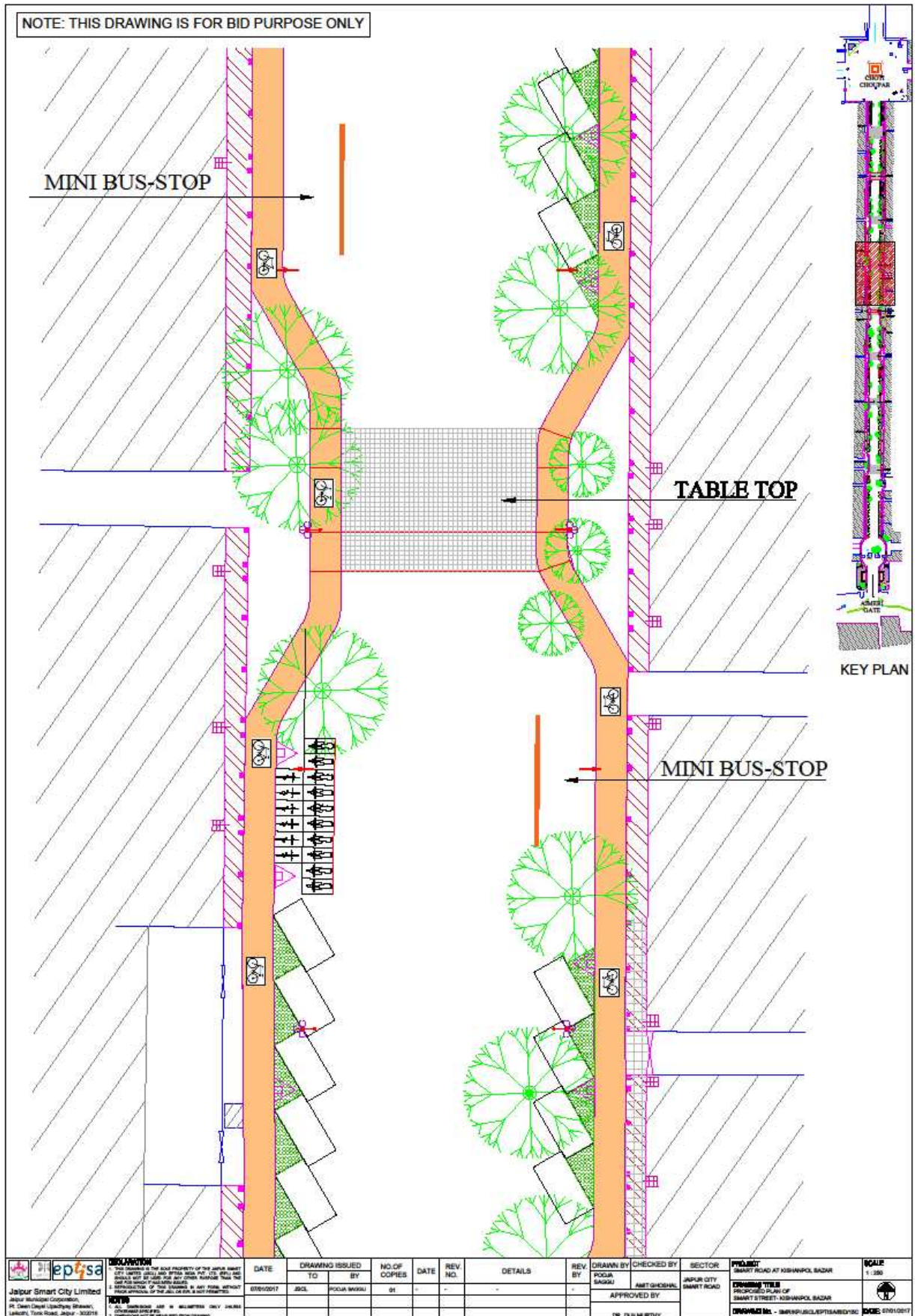
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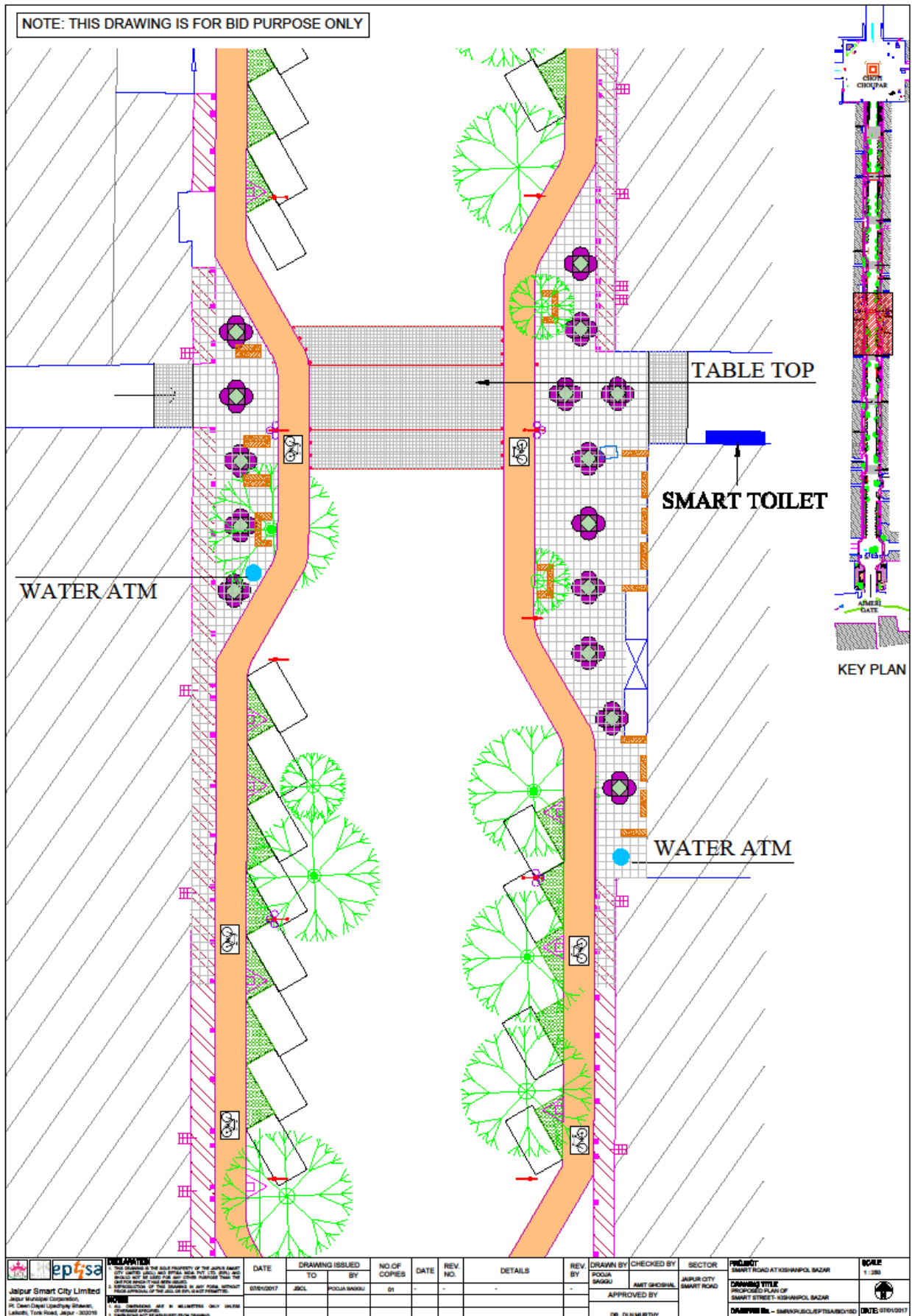


Volume-I Section-VI C: Contract Forms

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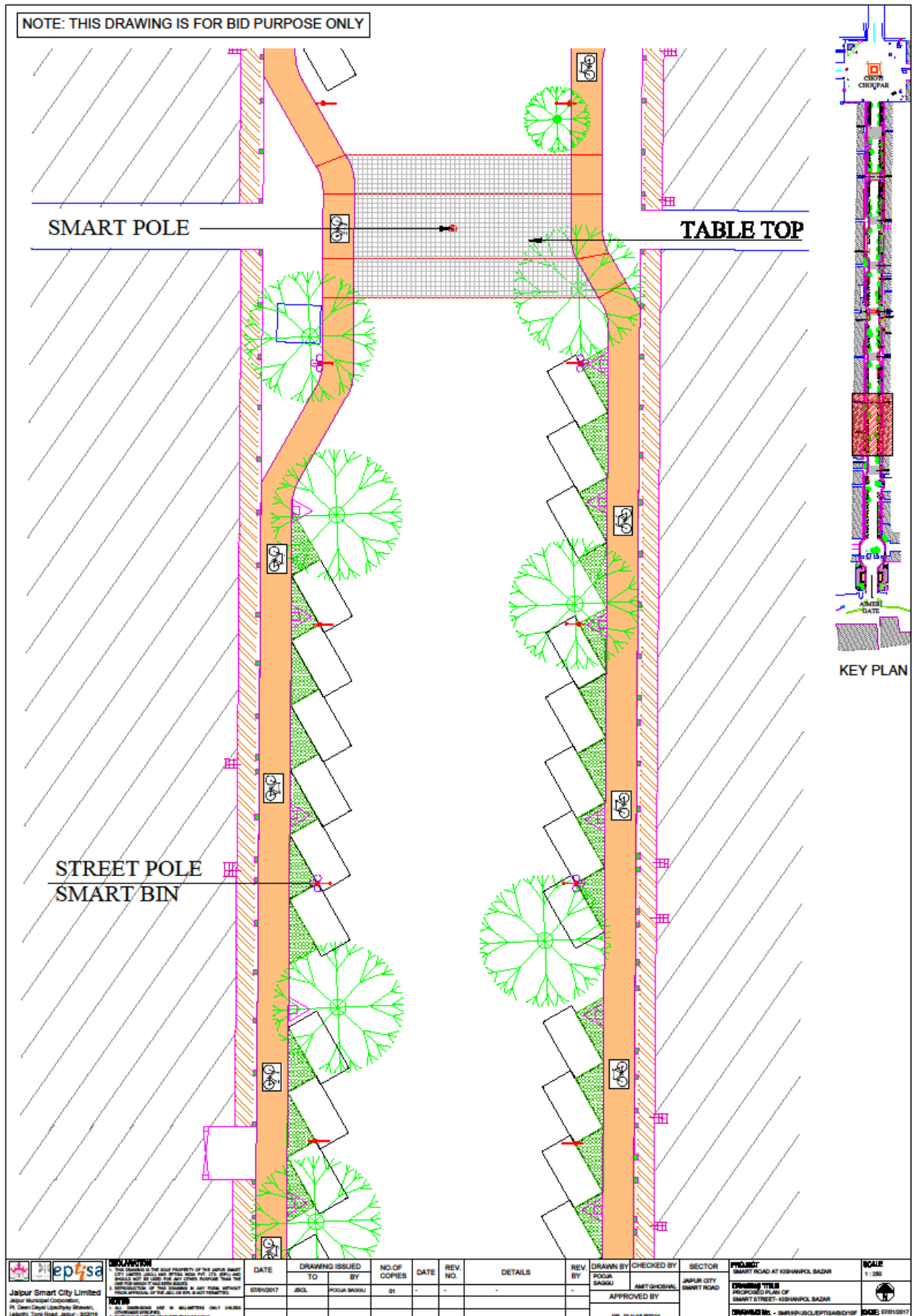






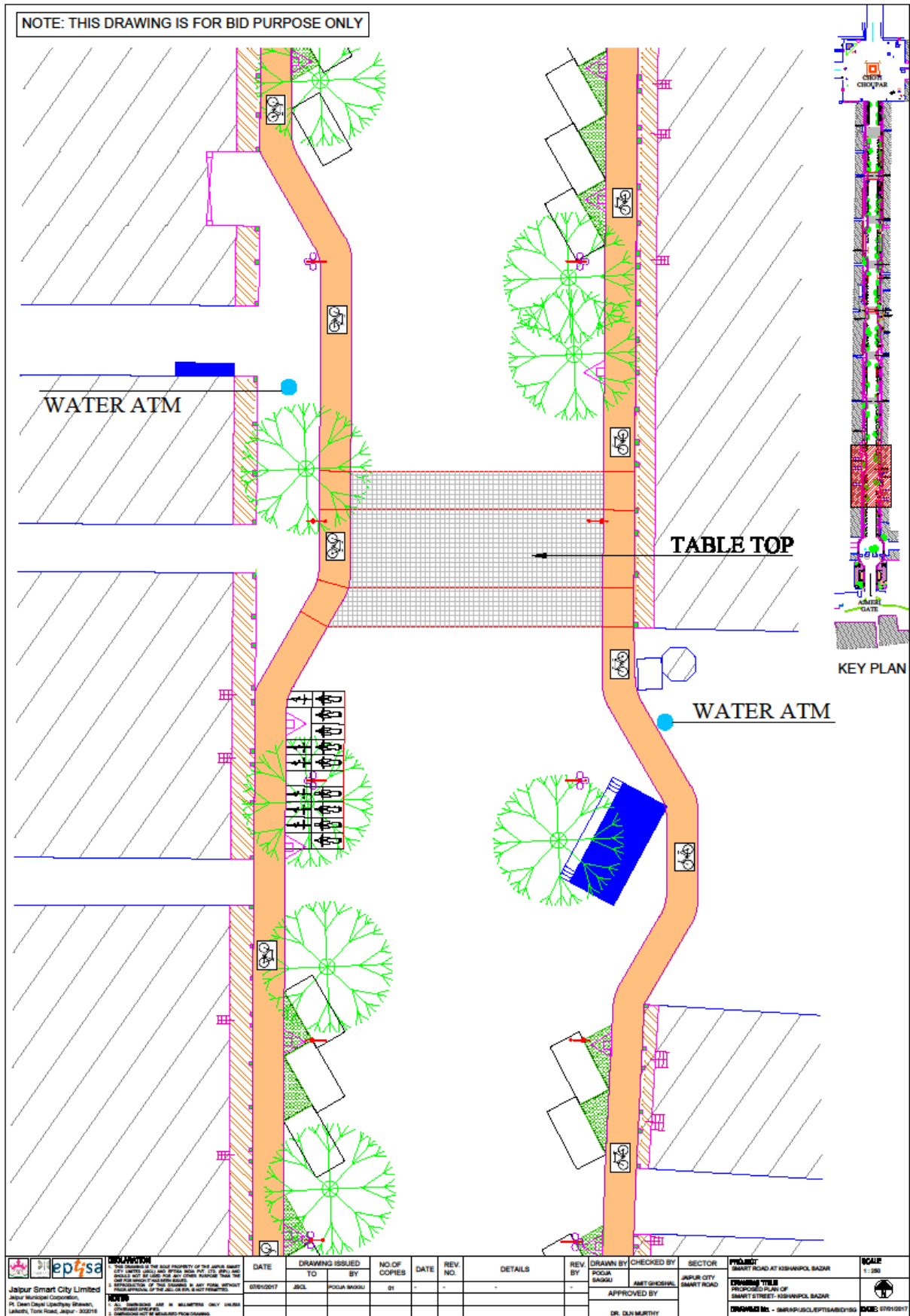
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(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)



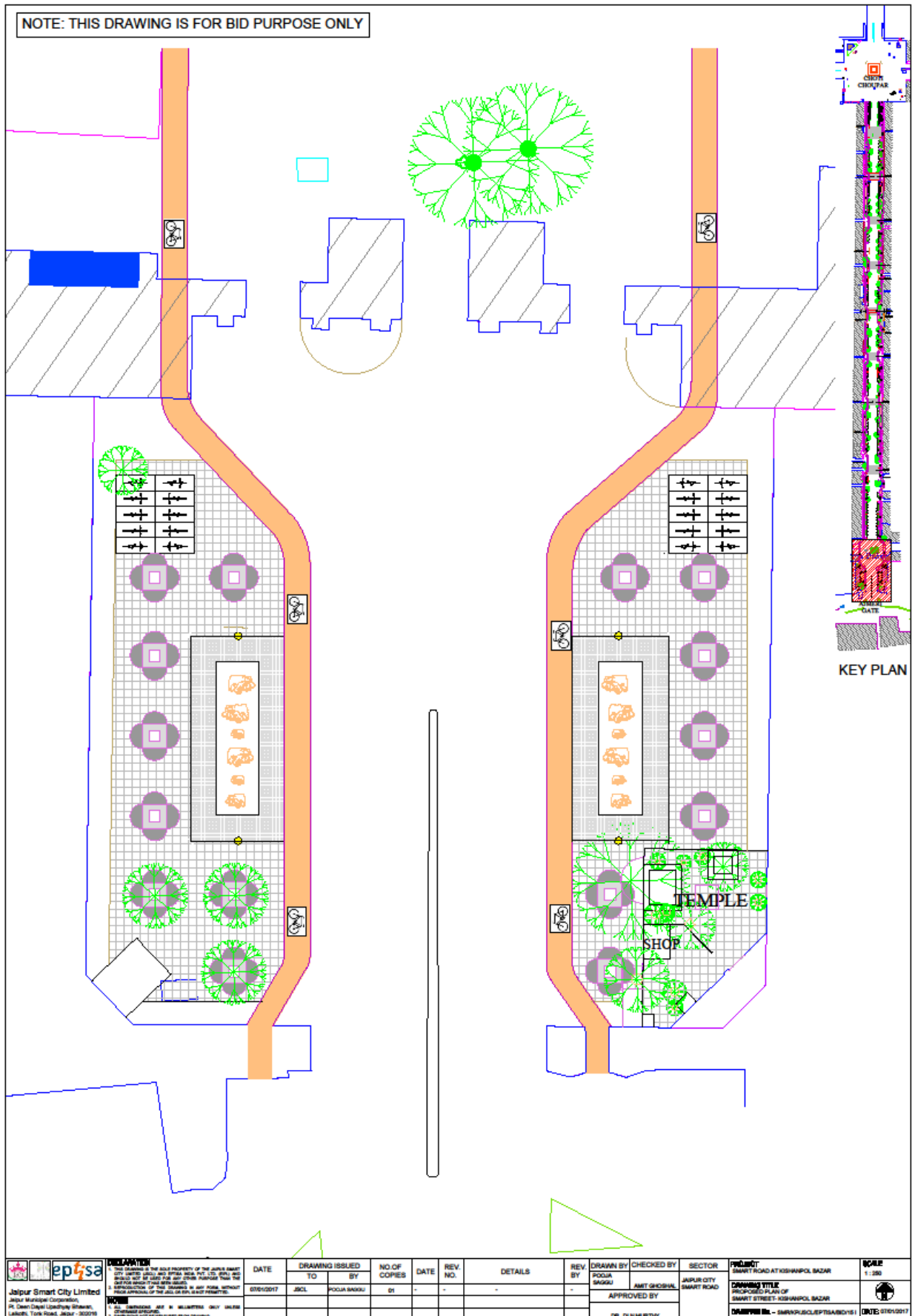
Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

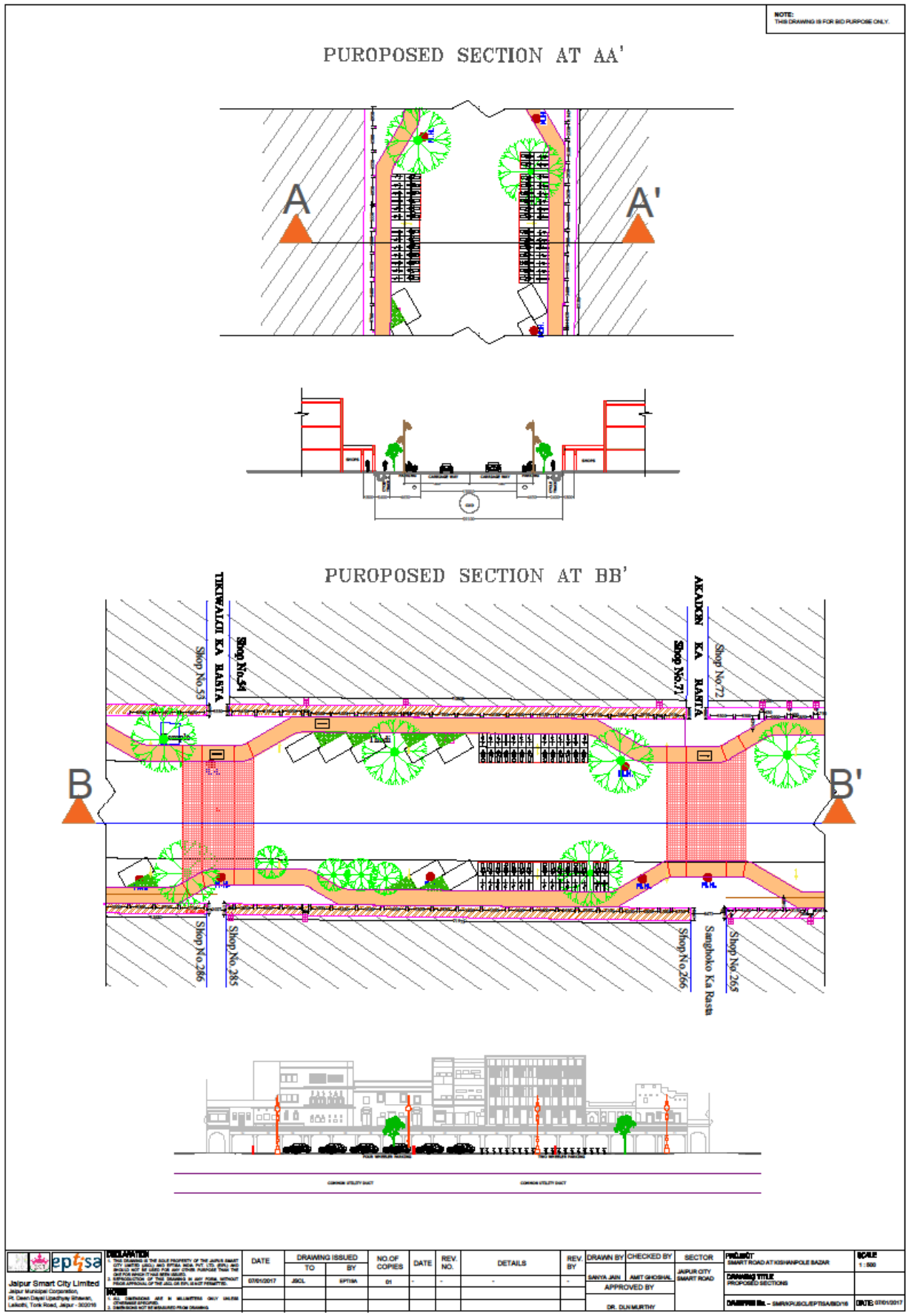


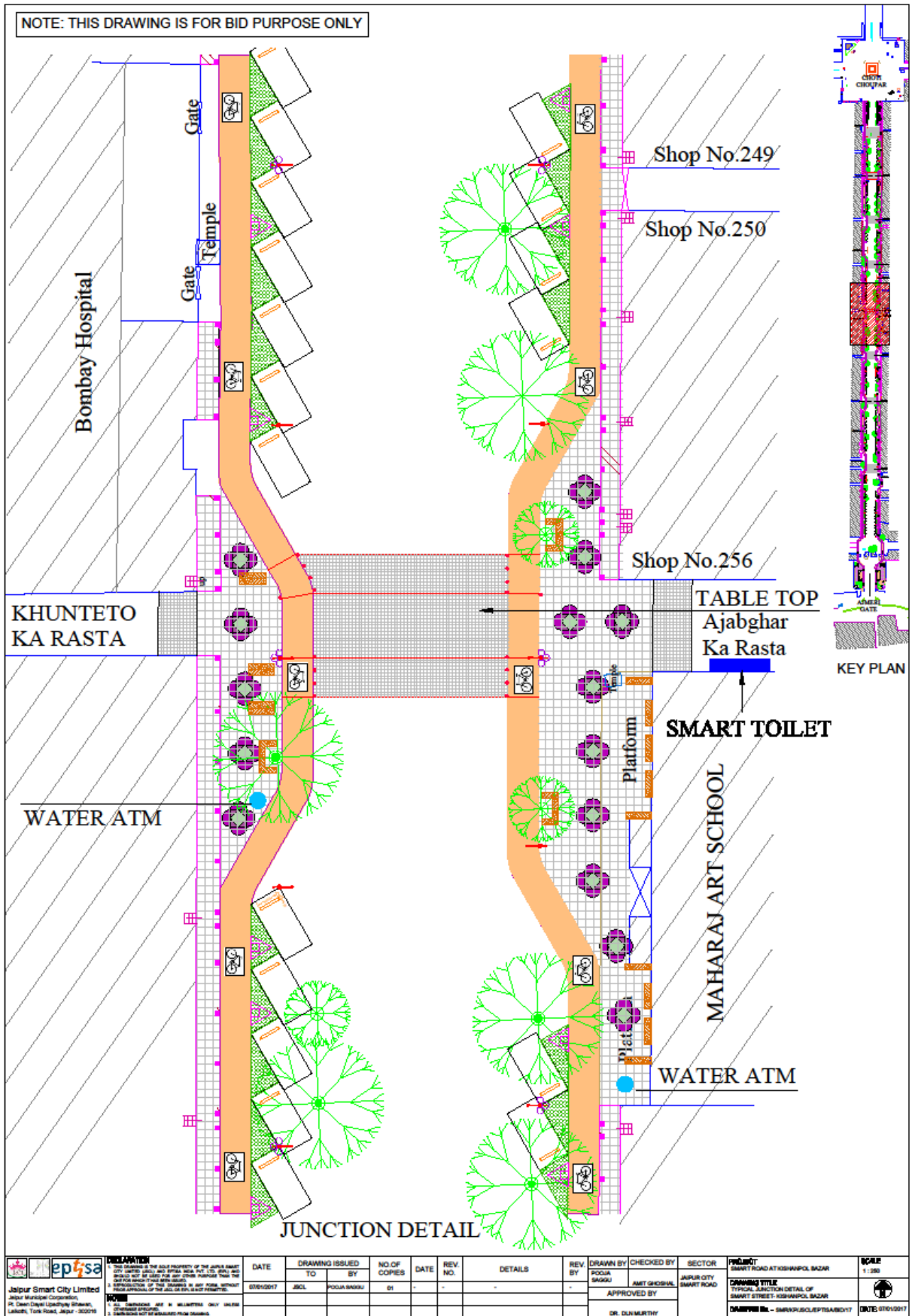
Volume-I Section-VI C: Contract Forms

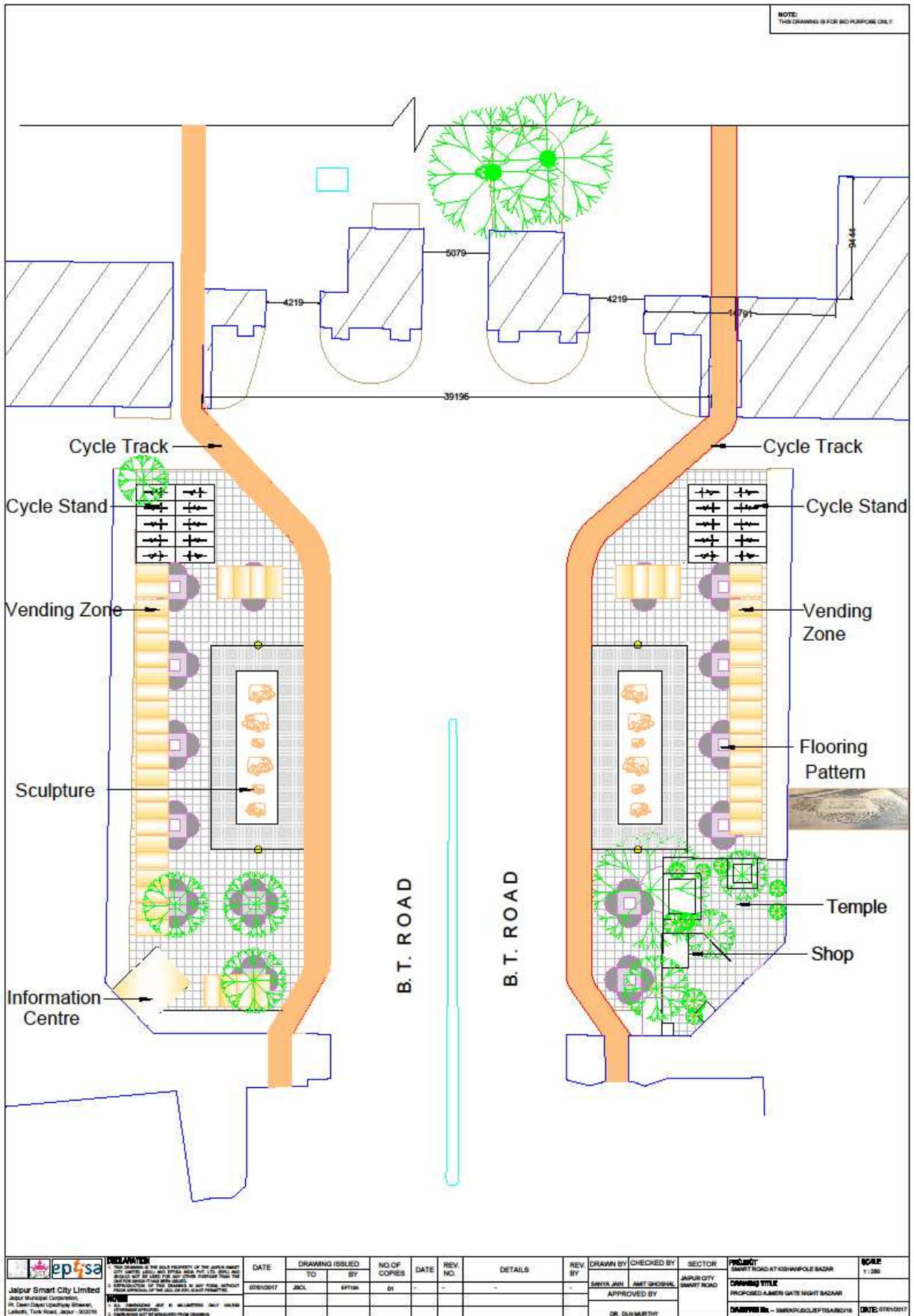
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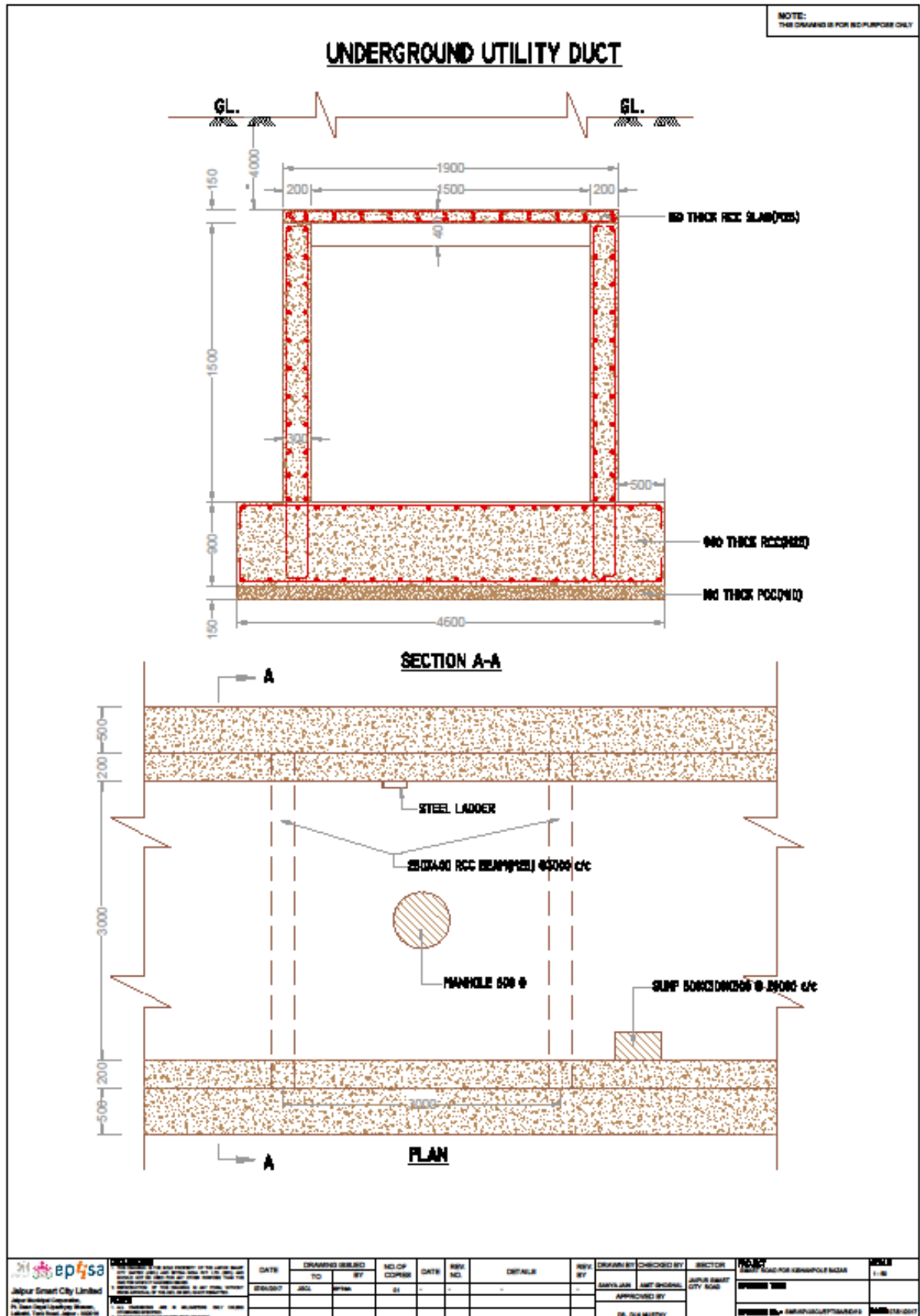


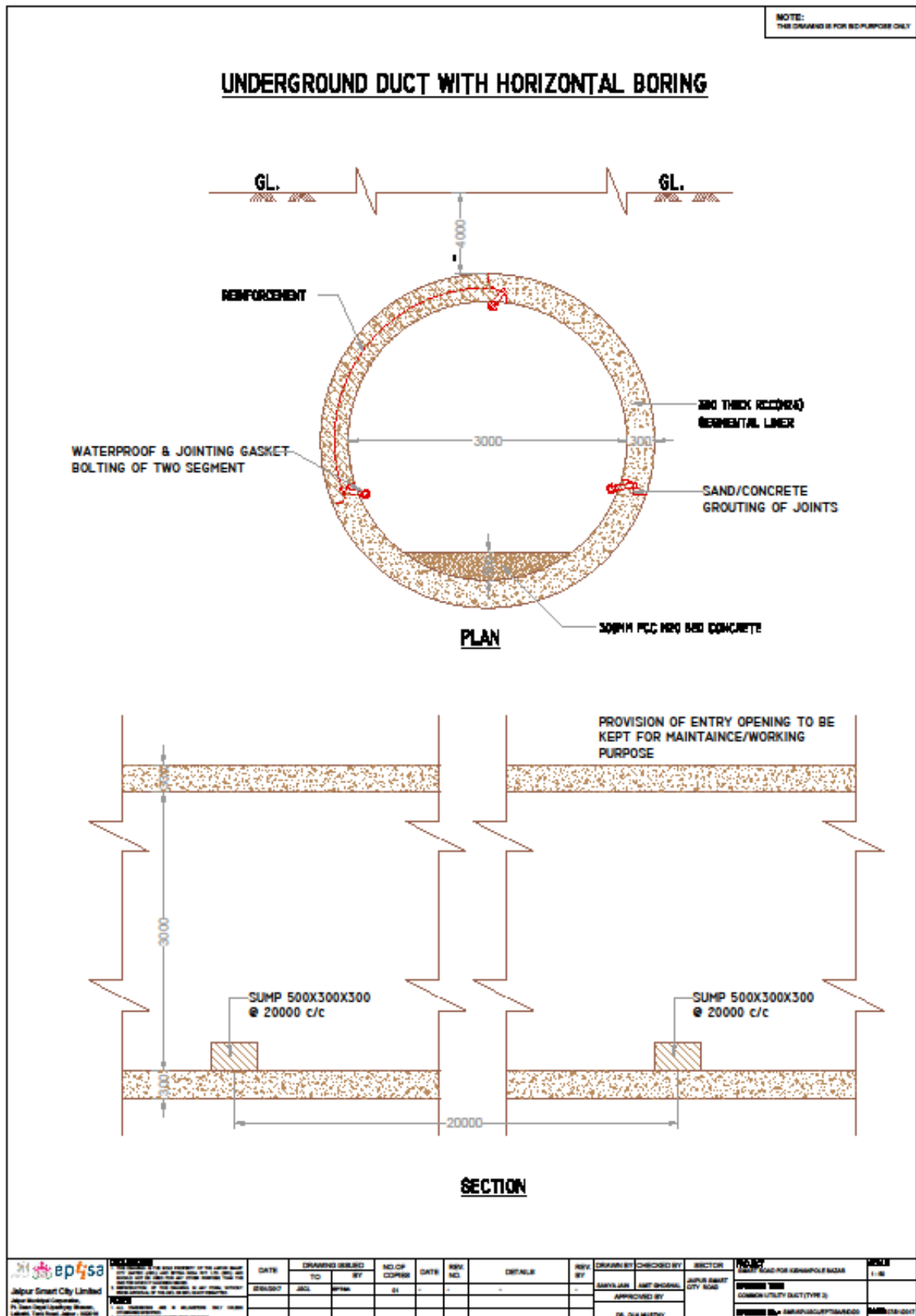
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										APPROVED BY			DRAWING TITLE	
										DR. DANMURTHY			PROJECT TITLE	
													SMART STREET - KISHANPOL BAZAR	
													DRAWING No. - SARVKSULEPTSA/BD/151	
														DATE: 07/01/2017





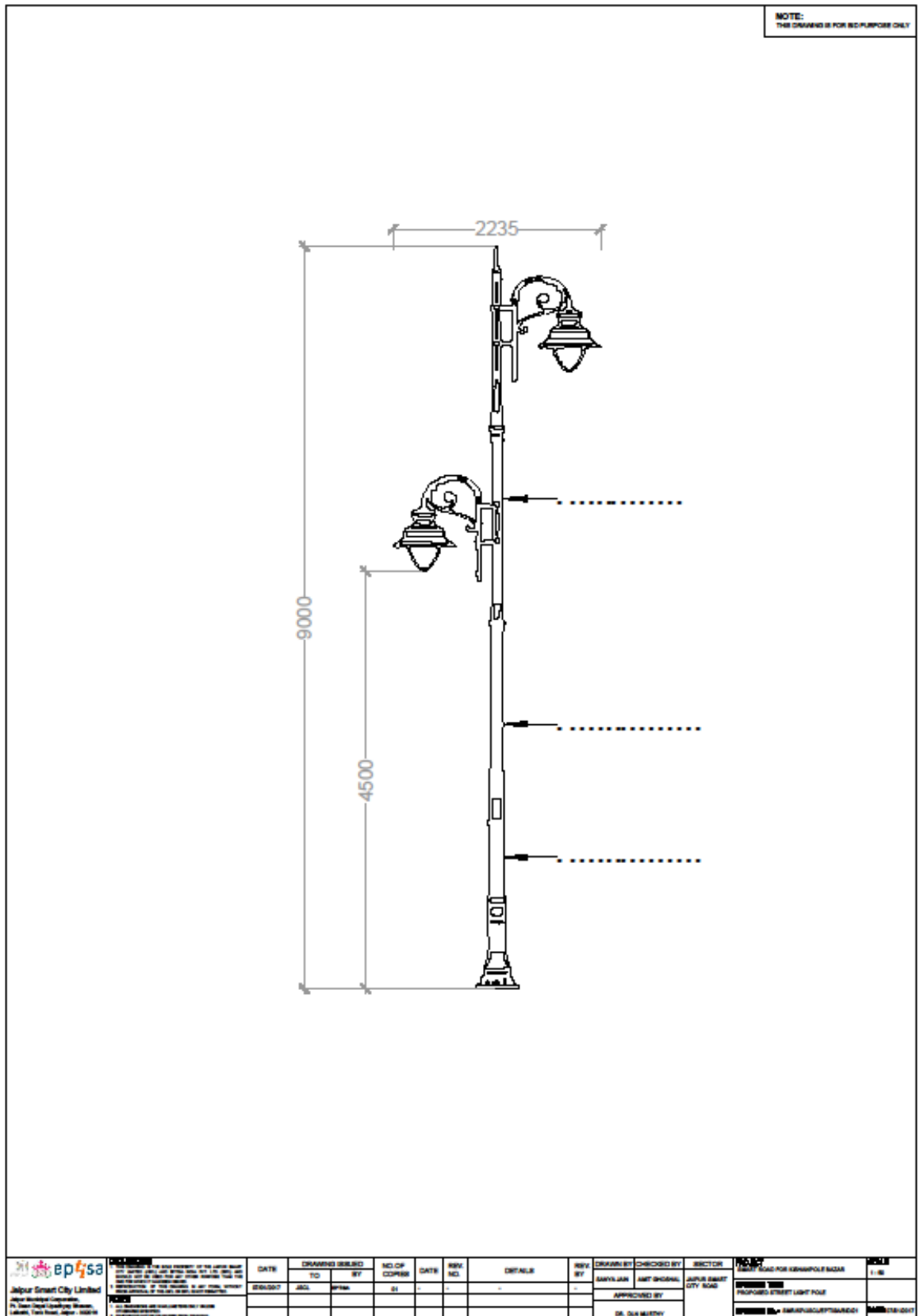




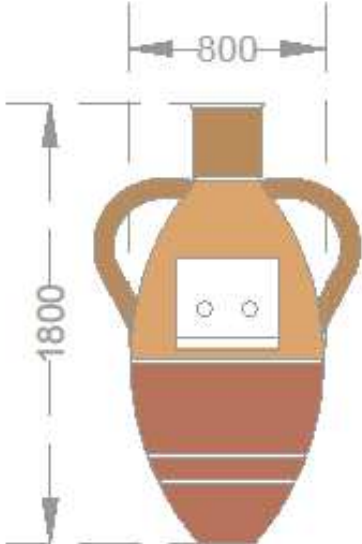


Volume-I Section-VI C: Contract Forms

(Work 1: Development of Smart Roads (Package 1: Civil Works) in ABD area of Jaipur)

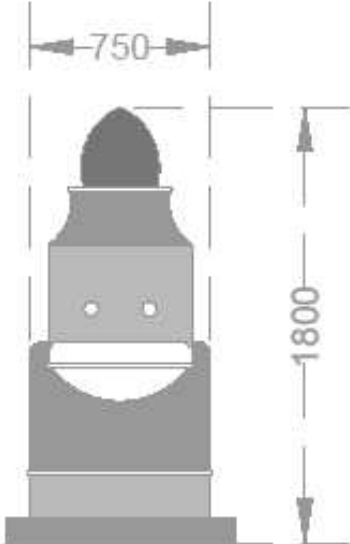


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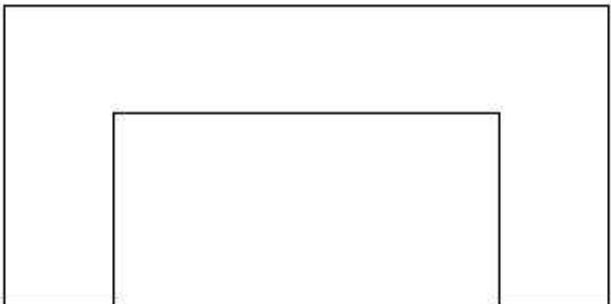
FRONT ELEVATION

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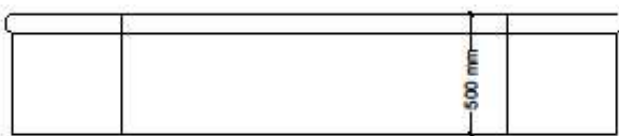


STREET FURNITURE

TYPE 1




PLAN

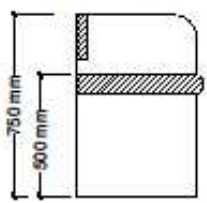


ELEVATION


TYPE 2




PLAN



SECTION



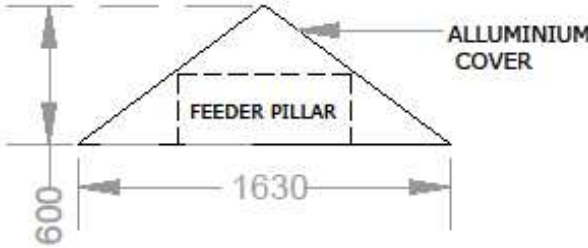
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 <p>Jaipur Smart City Limited Jaipur Smart City Corporation E-1, Sector-10, Gandhinagar, Jaipur - 302014</p>	<p>REVISIONS</p> <p>NO. OF REVISIONS TO BE MADE</p>	DATE	DRAWING NUMBER	NO. OF COPIES	DATE	REV. NO.	DETAILS	REV. BY	DRAWN BY	CHECKED BY	DIRECTOR	PROJECT NAME	SCALE
		DESIGNED	TC	BT	BT					AMUL JAIN	AMT SHARMA	JAIPUR SMART CITY ROAD	FORWARDED TO: FORWARDED BY: FORWARDED DATE:

JSCL, Rajasthan

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FEEEDER PILLAR



NOTE:
THIS DRAWING IS FOR BID PURPOSE ONLY

OTHER FEATURES







TABLE TOP CROSSINGS



SMART BIN




MAN HOLE COVER DESIGN



DRAIN CHAMBER

NOTE:
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 <p>ep4sa Jaipur Smart City Limited Jaipur Smart City Development Jaipur Smart City Limited Jaipur Smart City Limited</p>	<p>REVISIONS</p> <p>NO. OF REVISIONS: 01</p>	DATE	DRAWN BY	NO. OF	DATE	REV. NO.	DATE	APP. BY	CHECKED BY	SECTION	<p>PROJECT</p> <p>SMART ROAD FOR KANAKOLI NAZAR</p> <p>PACKAGE</p> <p>PACKAGE 1: CIVIL WORKS</p> <p>ITEM</p> <p>FEEDER PILLAR AND OTHER FEATURES</p>	<p>SCALE</p> <p>1:30</p>
		DATE	DRAWN BY	NO. OF	DATE	REV. NO.	DATE	APP. BY	CHECKED BY	SECTION		

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Annexure A: Compliance with the Code of integrity and No Conflict of interest

Any person participating in a procurement process shall –

- a. 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 otherwise influence the procurement process ;
- b. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation ;
- c. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d. Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. 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;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any; and
- h. 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.

Conflict of interest:-

The Bidder participating in a bidding process must not have a 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 palpable laws and regulations.

i A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if , including but not limited to :

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. 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 the bidding process; or
- e. The Bidder participates in more than one Bid in a 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
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid; or
- g. 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.

Signature of Tenderer

With seal

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ----- for procurement of -----
----- in response to their Notice inviting Bids No. ----- Dated -----
-----I/we hereby declare under section 7 of Rajasthan Transparency in public procuring Act,
2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the state Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receiver shop, 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 not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have , and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/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. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

Date: signature of bidder
Place: Name
Designation:
Address:

Signature of Tenderer
With seal

Annexure C : Grievance Redressal during Procurement Process

The designation and address of First Appellate Authority is -----

The designation and address of second Appellate Authority is -----

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 Appellate Authority, as specified in the Bidding Document within a period of ten days 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 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 Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be may file a second appeal to second Appellate authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (3) or of the date of receipt of the order passed by the First Appellate Authority as the case may be.

4. Appeal not to lie in certain cases

No appeal shall lie against any decision of the procuring Entity relating to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

5. Form of Appeal

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) 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.

Signature of Tenderer
With seal

- c) 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 authorised representative.
6. Fee for filing appeal
- a) 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.
 - b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a scheduled Bank in India payable in the name of appellate Authority concerned.
7. Procedure for disposal of appeal
- a) 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 also be placed on the state public procurement portal.

Signature of Tenderer
With seal

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

Appeal No. ----- of -----

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):

(i)

(ii)

(iii)

3. Number and date of the order appealed against
and name and designation of the officer/authority
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 -----

Appellant's signature

Signature of Tenderer
With seal

Annexure D : Additional Conditions of contract

1. Correction of arithmetical errors

Provided that a financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids 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, unless in the opinion of 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 :
- 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 :
- 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.

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.

2. Procuring Entity's Right to vary Quantities

- I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices. Or other terms and conditions of the Bid and the conditions of contract.
- II. 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 conditions of contract.
- III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 % of the value of Goods of the original contract and shall be. Within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

Signature of Tenderer
With seal

UNDERTAKING BY THE APPLICANT

I, Shri _____

_____ S/o _____

_____ hereby solemnly agree to abide by the Terms & conditions mentioned in the tender document. Any break of the Clause/Clauses will render my contract null and void. I have understood completely about this tender document and the terms and conditions therein. I agree to cleaning & sanitation services of hospital building no. On the rates mentioned in the tender rate list annexed with. I have also understood that I have to maintain the equipments, sufficient No. of labours, with cleaning & sanitation quality service and also as mentioned with the tender.

Signature of the Contractor
Name of the Contractor _____

Witness No.
1 (Name and full address)

Witness No.
2 (Name and full address)

(Full Signature of the Contractor with seal of the Agency)

CONDITION OF TENDER AND CONTRACT FOR OPEN/GLOBAL TENDER

Note : Tenders should read these conditions carefully and comply strictly while sending their tenders .

1. Tenders must be enclosed in a properly sealed envelop, according to the directions given in the tender notice.
2. "Tender by manufacturers/authorized dealers": tenders shall be given only by manufacturers or by authorized dealers in the goods. they shall therefore, furnish a declaration the SR FORM 11[Performa enclosed in page NO. 1]
3. i) Any change in the constitution of the firm etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm etc. From any liability under the contract.
ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractor receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of the and will be sufficient discharge for any of the purpose of the contract.
4. Sales Tax Registration and Clearance Certificate: No dealer who is not registered under the Sales Tax Act/VAT prevalent in the State where his business is located shall tender. The Sales Tax Registration/VAT Number should be quoted and a Sales Tax Clearance certificate from the Commercial Taxes Officer of the circle concerned shall be submitted without which the tender is liable to rejection.
5. Tender form shall be filled in ink or typed. No tender filled in pencil shall be considered the renderers shall sign the tender form on each page and at the end in token of acceptance of all the terms and conditions of the tender.
6. Rate shall be written both in words and figures. There should not be error and/or over writings. Corrections if any, should be made clearly and initial with dates. The rated should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
7. a) All rates quoted must be for Office of the Member Secretary, Rajasthan Medicare Relief Society, J.L.N. Hospital, Ajmer and should include all incidental charges except central/Rajasthan Sales Tax/ Service Tax which should be shown separately. In case of local supplies the rates should include all taxes etc. and no cartage or transportation charges will be paid by the society and the delivery of the goods shall be given at the premises of purchase officer. The rates therefore should be exclusive of local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of local tax. In the former case, a certificate in the prescribed form will be furnished along with supply order.
b) The necessary certificates from Drug Controller in case of tender of Drugs & Medicine should be enclosed with tender.
8. (i) Comparison of Rates : In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the Rules, the elements of Rajasthan Sates Tax shall be excluded whereas that of Central Sales Tax shall be included.
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan. – Sales Tax shall be included.
9. Price Preference :- Price preference/preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by Industries out side Rajasthan as per Purchase of Stores (Preference to industries of Rajasthan Rule 1995)
10. Validity: - Tender shall be valid for a period of Three months from the date of opening of tenders.
11. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size make and drawings etc. of the goods to be supplied. If he has any doubts as to the meaning of and portion of these conditions of the specification, drawing etc. he shall, before signing the contract refer the same to the purchase officer and get clarifications.
12. The contractor shall not assign or sun-let his contract or any substantial part thereof to any other agency.

SPECIFICATIONS

13. (i) All articles supplied shall strictly conform to the specification, trademarks laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
- (ii) The supply of articles shall in addition, conform strictly to the approved samples and in case of other material where there are no standard of approved samples, the supplies shall be of the very best quality and, description, the decision of the purchase officer/purchase committee what so ever the articles supplied conform to the specification and are in accordance with the samples if any, shall be final and binding on the tenderers.
- (iii) Warranty /Guarantee Clause : The tenderer would give guarantee that the goods/stores/articles would continue to confirm to the description and quality as specified for a period of days/ month from the date of delivery of the said goods/Stores articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the purchase officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection goods/articles/ stores will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply. The tenderer shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase officer otherwise tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase officer in that behalf under this contract or otherwise.
- (iv) In case of Machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any defect, if found during the above period so as to make machinery and equipment's operative. The tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to any defect etc.
- (v) In case of Machinery and equipment specified by the purchase officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and condition as led down be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repair rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase officer who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.
14. Inspection
- (a) The purchase office or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at the reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those deals who have newly entered in business, a letter of introduction from their bankers will be necessary.
15. Samples: Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such Samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R.R. or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene begs at the cost of the tenderer. The tenders may not be considered without Samples.
16. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item of which it is a sample in the schedule.

17. Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The society shall not be responsible for any damage wear and tear or loss during testing examination. The sample shall be collected by the tenderer on the expiry of stipulated period. The society shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the society and no claim for their cost. etc. shall be entertained.
18. Samples not approved shall be collected by the unsuccessful tenderer. The society will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc. shall be entertained.
19. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary one prescribed or practical tests shall be carried out in Society Laboratories, reputed. Testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
20. Drawl of samples : In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and / or testing house and the third or fourth will be retained in the office for reference and record.
21. Testing Charges : Testing charges shall be borne by the society. In case urgent testing so desired to be arranged by the tenderer or in case of test results showing that supplies are not up to the prescribed standards or specification, the testing charges shall be payable by the tenderer.
22. Rejection :
- (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase officer.
 - (ii) If, however, due to urgencies of society work, such replacement either in whole or the part is not considered feasible, the purchase officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
23. The rejected articles shall be removed by the tenderer within 3 days of intimation of rejection, after which purchase officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
24. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport, by sea rail road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage to the tenderer shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee, No extra cost on such account shall be admissible.
25. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
26. Direct or indirect canvassing on the part of the tenderer or his representative will be disqualification.
27. Delivery Period :
- (i) The tenderer whose tender is accepted shall arrange supplies within a period of 30 days but as per condition of contract, supply period may be reduced.
 - (ii) Extent of quantity – Repeat order : If the order is placed in excess of the quantities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat order may also be placed on the same rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply, If the tenderer fails to do so, the purchase officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
 - (iii) If the purchase officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.
28. Earnest Money :

Tender shall be accompanied by an earnest money without which tenders will not be considered. The should be deposited in either of the following forms in favour of Member Secretary, Rajasthan medical Relief Society, J.L.N. Hospital Ajmer.

(a) Bank Draft/Bankers Cheques of the scheduled Bank/F.D.R. N.S.C. duly pledged to member secretary.

(b) Refund of earnest money: The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

(c) Exemptions from earnest money: Firms such are registered with Director of Industries, Rajasthan need not furnish the amount of earnest money in respect of items of which they are registered as such, subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer along with a competence certificate from the Director of Industries Rajasthan at the rate ½% of the estimated value of the under shown in NIT.

(d) The Central Society and Society of Rajasthan undertakings need not furnish any amount of earnest money.

(e) The earnest money/security deposit lying with the Department /Office in respect of other tenders awaiting approval of rejected or on account of contract being completed will not be adjusted towards earnest money/security money for the fresh tender. The earnest money may however, be taken into consideration in case tenders are re-invited.

29. Forfeiture of Earnest Money : The earnest money will be forfeited in the following cases.

(i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.

(ii) When tenderer does not execute the agreement, if any, prescribed within the specified time.

(iii) When the tenderer does not deposit the security money after the supply order is given.

(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

30. 1) Agreement and Security Deposit :

i) Successful tenderer will have to execute an agreement within a period 7 days or receipt of order and deposit security equal to 5% of the value of the stocks for which tenderer are accepted within 15 days from the date of dispatch of which the acceptance of the tender is communicated to him.

ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than earnest money.

iii) No interest will be paid by department on the security money.

iv) The forms of security money shall be as below : -

a) Case/Bank Draft/Bankers Cheque / Bank F.D.R. duly pledged.

b) Post – Office Saving Bank Pass Book duly pledged.

c) National Saving Certificate, Defence Savings Certificates or any other script, investment under National Savings Scheme for promotion of small savings, if the same can be pledged. These Certificates shall be accepted at surrender value.

2) Firms registered with the Director of industries, Rajasthan in respect of stores for which they are registered subject to their furnishing the registration and prescribed competence certificate in original from the director of Industries or a Photostat copy or copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall be security deposit at the rate of 1% of the estimated value of tender.

3) Forfeiture of security Deposit: Security amount in full or part may be forfeited in the following cases.

a) When any terms and condition of the contract is breached.

b) When the tender fails to make complete supply satisfactorily.

c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the purchase Officer in this regard shall be final.

- 4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
- i) All goods must be sent freight paid through Railways or goods transport if goods are sent freight to pay, the freight together with department charges 5% of the freight will be recovered from the supplier's bill.
 - ii) R.R. should be sent under registered cover/through Bank only.
 - iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
 - iv) Remittance charges on payment made shall be borne by the tenderer.
31. Insurance
- i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may insure the value goods against loss by theft, destruction or damage by fire, flood, under exposure to whether or otherwise viz., (war rebellion riot etc.). The insurance charges will be borne by the supplier and society will not be required to pay such charges, if incurred.
32. Payment
- i) Advance payment will not be made except in rare and special cases, In case of advance payment being made. it will be against proof of dispatch and to the extent as prescribed in financial powers by rail and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
 - ii) Unless otherwise agreed between the parties payment for delivery of the stores will be made on submission of bill in proper form by the tenderer to the purchase officer in accordance with GF & AR All remittance charges will be borne by the tenderer.
 - iii) In case of disputed items, appropriate of the amount shall be withheld and will be paid on settlement of the dispute.
 - iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
33. 1) i) The time specified for delivery in the tender form shall be deemed to be the essential of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the purchase Officer.
- ii) Liquidated damage: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of stores which the tender has failed to supply.
- (a) Delay up to one fourth period of the prescribed delivery period 2.50 %
 - (b) Delay exceeding one fourth but not exceeding half of prescribed period 5.00 %
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed period.7.50 %
 - (d) Delay exceeding three fourth of the prescribed period 10.00 %
- 2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - 3) The maximum amount of liquidated charges shall be 10%
 - 4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance he shall apply in writing to the authority who has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - 5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrance beyond the control of the tenderer.
34. Recoveries : Recoveries of liquidated, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement but the supplies along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
35. Tenderer must make their own arrangement to obtain import license, if necessary.

36. If a tenderer imposes condition which are in addition to or in conflict with the conditions mentioned herein his tender is liable to summarily rejection. In any case none of such condition will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
37. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has given or distribute items of stores to more than one firm/suppliers.
38. The tender shall furnish the following documents at the time of execution of agreement.
 - i) Attested copy of partnership deed case of partnership firms.
 - ii) Registration Number and year of registration in case partnership firm is registered with Register of Firms.
 - iii) Address of residence and office, telephone number in case of sole proprietorship.
 - iv) Registration issued by the Register of companies in case of a company.
39. For the supply of foreign items, the rates must be quoted in Indian currency.
40. The rare must be quoted including all accessories required or installation of equipment.
41. In case the items are free form custom duty, the tenderer should mention clause under which the items are free from custom duty. The proof of this should be attached.
42. The imported item in readily stock with the Indian Agent could be purchased in Indian Currency provided the certificate produced by the Indian agent to this effect that the cost quoted by them does not include customs duty in competitive.
43. Complete literature along with the catalogue and technical data must ne enclosed whit the tender to facilitate the technical expert in selection of items.
44. Performance report of the equipment by the institution whether it is already in use any where is to be attached with the tender form, if it is not practicable the supplier should enclose a list of institution where equipment have been supplied.
45. The approved supplier shall be liable to install and demonstrate the articles in this institution successfully, satisfactory within 30 days from the dispatch of the letter otherwise penalty will be imposed as per 35 (ii) The pre-requisite for installation, if any required the tenderer should submit the details of the same along with tender invariably.
46. The circuit diagram & Manual of the equipment will have to be provided along with the supply invariable by the supplier.
47. The tenderer should also submit a list of recommended spare consumables etc. for five years use along with the price for the regular working of equipment.
48. The tenderer will undertake the warranty of after sale service and availability of spare parts for the period of 3 years and services after 5 years and more along with availability of spare parts.
49. The tenderer will establish service engineering branch at nearby place to provide service in the case of failure of the unit within 24 hours on receipt of the information from competent authority.
50. Firm should submit warranty for minimum period of three years with spares pars and onwards comprehensive annual maintenance contract for five years @ 4% of FOB value for first year with 5% increase in subsequent year.
51. During the warranty and CMC period the fault will be attended within a period of 48 hours otherwise a penalty of Rs. 200/- per day will have to be paid.
52. Notwithstanding anything contained herein above the undersigned reserves the right to alter, waiver of modify any of the above conditions in any particular specific case for special reasons in accordance with the special circumstances/condition of the case mutually or otherwise in the public interest or service.
53. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of die terms of the contract the matter shall be referred to by the parties to the Head of the Department (Member Secretary, J.L.N. Hospital Ajmer.) who will appoint his officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

54. All legal proceedings, if necessary, arise to institute may be any of the parties (Society or Contractor) shall have to be lodged in courts situated in Ajmer and not elsewhere along with the price for the regular working of equipment.
55. Fall clause the prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers the shall the stores of identical description to any person/organization including the purchaser or any department of the Central Govt./ or any Dept. of State Govt. or any statutory under taking of the central or state Govt. as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.
- If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any organization including the purchase or any Dept. of Central Govt. or any Dept. of State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price changeable under the contract he shall forth with notify such reduction or sale or offer to sale to the Member Secretary, Rajasthan Medical Relief Society, J.L.N Hospital Ajmer and the price payable under the contract for stores supplied after the date or coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.
- The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.
- "I/we" certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt. under the contract here in and such stores have not been offered/ sold by me /us to any organization including the purchaser or nay dept. of State Govt. or any statutory undertaking of the Central Govt. or state Govt. as the case may be up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at prices lower than the price charged of under the contract.
56. When the Supplier is unable to complete the supply within the prescribed of Extended period, the purchasing officer shall be entitled to purchase from other sources. The recovery of such loss or damage shall be made from the original supplier. The purchase officer will be at library to initiate action to purchase the items at the supplier's risk and cost.
57. Legal proceeding if any arising out of the tender shall have to be lodged in Court Jurisdiction of Ajmer.
58. Purchase officer means member secretary or any person authorized by member secretary.

Superintendent
ASSOCIATED GROUP OF HOSPITAL,
Ajmer