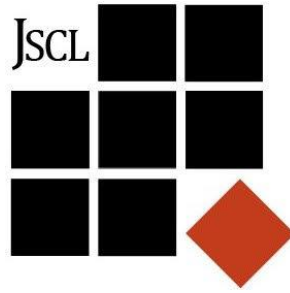


Jaipur Smart City Limited



INVITATION FOR BID (IFB)

Bid Reference No. JSCL/Smart City Works/17/2017-18

Bidding Document for

**RFP for Special Illumination Works for Rajasthan
School of Arts, Jaipur**

November - 2017

Jaipur Smart City Limited

JMC Building, Pt. Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur - 302016
Phone No. 0141-2741346/2741347, E-Mail ID: jscljaipur@gmail.com

Bid Reference No. No. JSCL/Smart City

Works/17/2017

Bidding Document

Table of Contents

Notice Inviting Bids:	
Section-I: Instructions to Bidders	
Section-II: Bid Data Sheet	
Section-III: Evaluation and Qualification Criteria	
Section-IV: Bidding Forms	
Section-V: Procuring Entity's Requirements.....	
Section-VIA: General Conditions of Contract.....	
Section-VIB: Special Conditions of the Contract	
Section-VIC: Contract Forms	

DISCLAIMER

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('proposal').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of Jaipur Smart City Limited

(JSCL) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for JSCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

JSCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of JSCL.

Intimation of discrepancies in the RFP, if any, should be given to the office of the JSCL immediately by the Bidder. If JSCL receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects. This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding Company or the Lead Member of the interested Bidding Consortium. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by JSCL to any other party. The terms on which the Project is to be developed and the right of the successful bidder shall be as set out in separate agreement contained herein. JSCL reserves the right to accept or reject any or all proposals without giving any reasons thereof. JSCL will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Neither Jaipur Smart City Limited, nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with

anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of JSCL or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

The purchaser of the RFP, which may be the Bidder or the lead Member of the Bidding Consortium and on behalf of each Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses and the JSCL's decision regarding the qualification or disqualification or short listing of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof.

This RFP may be withdrawn or cancelled by JSCL at any time without assigning any reasons thereof. JSCL further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

Jaipur Smart City Limited
JMC Building, Pt DeendayalUpadhyayBhawan,
LaKothi, Tonk Road, Jaipur – 302016
E-Mail ID: jscljaipur@gmail.com

SHORT TERM NOTICE INVITING TENDER
Bid Reference No. JSCL/Smart City Works/17/2017-18

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.

Name of Work	Estimated Project Cost	Earnest Money deposit(Rs.)	Tender document Fee	Bid processing fee	Period of Completion
Electrical Works for Rajasthan School of Arts	Rs. 8.00 Lakh (Rupees Nine Lakhs Fifty Thousand Only)	Rs. 16,000(Rupees Sixteen Thousand Only)	Rs. 10,000 (Rupees Ten Thousand Only)	Rs. 1000 (Rupees One Thousand Only)	07 Days (Seven Days)

Salient dates

(i)	Bid document Downloading and Bid Submission Start Date and Time	24 th Nov. 2017 at 4.00 PM
(ii)	Bid document Downloading End Date and time	1 st December, 2017 - 5 :00 PM
(iii)	Last date and time of Online submission of technical proposal and financial proposal	1 st December, 2017 upto 5 :00 PM
(iv)	Last date and time of Physical submission of EMD, Bid document fee Bid processing fee & Power of Attorney	2 nd December, 2017 upto 5 :00 PM
(v)	Opening of bid online (Technical proposal only)	4 th December, 2017 at 11:00 AM

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 90 days (Ninety 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	<p>Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> i. have controlling partners/ shareholders in common; or ii. receive or have received any direct or in direct subsidy from any of them; or iii. have the same legal representative for purposes of this Bid; or iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or v. The Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or vii. The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.
		1.3.3	The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
		1.3.4	Breach of Code of Integrity by the Bidder: - Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

			case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
1.4	Eligible Bidders	1.4.1	<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: -</p> <p>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 enlisted with any Govt. Department/ Organization equivalent to Class D contractor of Govt. of Rajasthan. He shall furnish necessary proof for the same. PSU can participate in tender without registration.</p>

		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, empaneled 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] Section VI B. Special Conditions of Contract [SCC] Section VI C. Contract Forms</p>

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

		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.
2.3	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 him to represent all partners of the firm. ii. VAT/ Sales Tax registration certificate and VAT/Sales Tax clearance certificate from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) given by the Income Tax Department. iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship. iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

			<p>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> <ol style="list-style-type: none">i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms];ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10;iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11;iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid;v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;vi. Drawings/ designs in support of the Works to be executed;vii. the Notice Inviting Bids;viii. any other document required in the BDS; andix. Others considered necessary to strengthen the Bid submitted.

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

		3.3.3	The Financial Bid/ Price Proposal shall contain the following: Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5; Any other document required in the BDS.
3.4	Bid Submission Sheets and Price Schedules	3.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
		3.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms].
3.5	Bid Prices	3.5.1	<ul style="list-style-type: none">i. In case of Item Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity but will have to be executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.ii. In case of Percentage Rate Contracts, combined single percentage above or below must be quoted by the Bidder for all items of the Bill of Quantities.iii. In case of Lump Sum Contracts, only Total Price which the Bidder wants to charge for the entire Works with all its contingencies in accordance with drawings and specifications shall be quoted by the Bidder. A Schedule of Rates shall be specified in the Bid Data Sheet in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works specified in Activity Schedule given in Bid Data Sheet.
		3.5.2	Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in 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 (Excluding GST) 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.

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

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 / Consortium shall authorize an individual / partner in one of the firms as lead partner of the JV / Consortium to act and commit all the partners of JV / Consortium 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 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. The bid security shall be in Indian Rupees, if not otherwise specified in the Bidding Data Sheet.
		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.

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

		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 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.
		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	<p>The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-</p> <ol style="list-style-type: none"> 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	<p>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.</p>
		3.10.13	<p>The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:</p> <ol style="list-style-type: none"> 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	<p>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 / Consortium after the issue of Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted.</p>

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

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 thereof.
4.4	Bid Opening	4.4.1	The electronic Technical Bids & Financial Bids shall be opened at the same date, time (specified in the NIT) by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present.
		4.4.2	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

		4.4.3	The Bidders may choose to witness the electronic Bid opening procedure online.
		4.4.4	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.
		4.4.5	<p>First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.</p> <p>Next, covers marked as "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marked as "MODIFICATION Technical Bid" shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification 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.</p>

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

		4.4.7	<p>All other covers containing the Technical Bids & 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. whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed;iv. Any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p>
		4.4.8	<p>Technical Bids & Financial Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</p>
		4.4.9	<p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p>
		4.4.10	<p>After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids which will be opened at the same time as per technical bids schedule. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of Financial Bids.</p>
		4.4.11	<p>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.</p>
		4.4.12	<p>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.</p>

		4.4.13	<p>All covers containing the Technical & 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 etc. <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	<p>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.</p>
5.Evaluation and Comparison of Bids			
5.1	Confidentiality	5.1.1	<p>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.</p>
		5.1.2	<p>Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.</p>
		5.1.3	<p>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.</p>
		5.1.4	<p>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.</p>

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

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-conformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
		5.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		5.4.3	* Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals for comparison purposes only, to reflect the price of the missing or non- conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. * [This ITB Sub-Clause should be kept only when considered necessary]

5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	<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	<p>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.</p>
5.6	Preliminary Examination of Technical or Financial Bids	5.6.1	<p>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.</p>
		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.

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

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

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

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 [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.

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

		5.12.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.12.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.12.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the 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

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

			terms of that Bid.
		6.2.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed 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 / Consortium still to be legally constituted, all parties to the JV / Consortium 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.
		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</p>

			<p>requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>(f) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from his each running and final bill @ 10% of the amount of the bill.</p>
		6.4.4	<p>Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.</p>
		6.4.5	<p>Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.</p>
		6.4.6	<p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-</p> <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.
<p>7. Redressal of Grievances during Procurement Process (Appeals)</p>			

Volume 1, Section-I: Instruction to Bidders

RFP for Special Illumination Works for Rajasthan School of Arts

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:

- (a) Name of the appellant:
- (b) Official address, if any:
- (c) Residential address:

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

- (a)
- (b)
- (c)

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/17/2017-18 The Procuring Entity is: Jaipur Smart City limited, Rajasthan Name of Work: Electrical works for Rajasthan School of Arts, Jaipur (Detailed Scope of work has been defined in Section V: Procurement Entity's Requirement)
1.1.2	Period of Completion: The Physical Works shall be completed in its entirety within 07 days 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 1 Year.
1.1.3	Estimated Cost of work is: Rs. 8.00 Lakhs.
ITB 1.4.1	Joint Ventures / Consortium are permitted comprising not more than 3 (three) firms / companies. The minimum equity under JV / Consortium of lead firm should be min 51% and other firm min 20% each.
ITB 1.4.2	"Bidders of Indian Nationality" are only permissible.
ITB 1.4.5	The Bidder / All partners of JV / Consortium must be registered Contractor enlisted with any Govt. Department/ Organization equivalent to Class B contractor of Govt. of Rajasthan
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 10,000/-) while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1,000/- separately in favour of RISL,
-----------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Volume 1 Section-II: Bidding Data Sheet

RFP for Special Illumination Works for Rajasthan School of Arts

	<p>Jaipur</p> <p>The bidder should submit, by date & time specified in bid document, in original, hard copies of (i) cost of bid document as Rs. 10,000/- 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.</p>
ITB 2.2.1	<p>For Clarification purposes only, the Procuring Entity's address is :</p> <p>OFFICE OF THE CHIEF EXECUTIVE OFFICER 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</p>
ITB 2.2.2	<p>Pre-bid Meeting– No Pre-bid meeting is proposed.</p> <p>Site Visit - 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	<p>The Bidders are requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week from RFP Upload in writing only.</p>
ITB 2.3.1	<p>Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portals http://sppp.rajasthan.gov.in/ and http://eproc.rajasthan.gov.in</p>
ITB 2.3.2	<p>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal.</p>

C. Preparation of Bids

ITB 3.2.1	<p>The language of the bid shall be: English</p>
ITB 3.3.1	<p>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.</p>
ITB 3.3.2	<p>The Bidder shall submit the forms, declarations and documents, as specified in Section IV of Bid Document, with the Technical Bid:</p>
ITB 3.3.3	<p>The Bidder shall upload the following documents with its Financial Bid:</p>

Volume 1 Section-II: Bidding Data Sheet

RFP for Special Illumination Works for Rajasthan School of Arts

	<p>a) Financial Proposal Submission</p> <p>b) BoQ</p> <p>c) Detailed Break-up of the Quoted Price for each item of Goods/Services, clearly mentioning the Base Price and all Duties, including any additional duties/cess, Insurances, Taxes/levies etc., all carriages and any other charges as applicable.</p> <p>d) And other details as mentioned in Sec IV of Vol-01</p>
ITB 3.5.1	<p>Add following:</p> <p>a) The type of Contract will be item rate and based on BoQ.</p>
ITB 3.5.2	The Prices quoted by the Bidder shall be fixed.
ITB 3.5.3	All variations in taxes and duties shall be borne as per relevant clause of the Section VI B: SCC
ITB 3.9.1	The Bid validity period shall be 90 (Ninety days) days from deadline for submission of bids.
ITB 3.10.2	<p>Add following:</p> <p>Bid security shall be of the value Rs 16,000 (Rupees Sixteen Thousand Only), as indicated in SNIT for all bidders.</p>
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

D. Submission and Opening of Bids

ITB 4.1.1	<p>For bid submission purposes only, the Procuring Entity's address is:</p> <p>OFFICE OF THE CHIEF EXECUTIVE OFFICER</p> <p>Jaipur Smart City Limited.</p> <p>JMC Building,Pt Deendayal Upadhyay Bhawan LalKothi,Tonk Road,Jaipur-302016</p> <p>Phone No. 0414-2741346/2741347 E-Mail ID: jscljaipur@gmail.com</p> <p>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</p>
-----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Volume 1 Section-II: Bidding Data Sheet

RFP for Special Illumination Works for Rajasthan School of Arts

	<p>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.10,000/- 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 2nd December, 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: 1st December 2017 Time: 05:00 PM
ITB 4.4.1,4.4.5	The online Bid opening shall take place at: OFFICE OF THE CHIEF EXECUTIVE OFFICER 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 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.
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 of Acceptance is 07 Days.
ITB 6.3.3	The procuring entity shall promptly return the bid security after the earliest of

Volume 1 Section-II: Bidding Data Sheet

RFP for Special Illumination Works for Rajasthan School of Arts

	<p>the following events, namely:</p> <ol style="list-style-type: none">1. The expiry of validity of bid security2. The execution of agreement for procurement and performance security is furnished by the successful bidder;3. The cancellation of the procurement process; or4. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
<p>ITB 6.4.2, 6.4.3, 6.4.4</p> <p>Replace with following</p>	<p>Performance Security amounting to total 10% of contract value and provisional sum) shall be submitted / deducted as follows:</p> <p>(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 45 days beyond defect liability period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and en-cashable/ inviolable at Town for which tenders are invited or at Jaipur.</p> <p>(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.</p> <p>(iii) Refer Clause 49 of Special Conditions of Contract.</p>
<p>7.1</p>	<p>First Appellate Authority shall be: Dy. Secretary/Joint secretary, LSGD, Rajasthan</p> <p>Second Appellate Authority shall be: Secretary/Principal Secretary, LSGD, 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				Documents Submission Requirements
		Single Entity	Joint Venture / Consortium			
	Requirement		All Partners Combined	Each Partner	One partner	
i) Nationality	Nationality with accordance with ITB sub Clause 1.4.2	Must meet requirement	Must meet requirement	Must meet requirement	Not Applicable	As per forms ELI 1, ELI 2 with attachments
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	Not Applicable	Letter of Bid
iii) Debarment/ Transgression by any Procuring Entity	Must declare	Must meet requirement	Must meet requirement	Must meet requirement	Not Applicable	Declaration form given in the Bidding Document

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 or as partner to past or existing JV / Consortium	Not Applicable	Must meet requirement by itself or as partner to past or existing JV / Consortium	Not Applicable	Form LIT 1
NOTE: CA certificate clearly mentioning with calculation that pending litigation in total not more than 50% of Bidder's net worth.						

3. Financial Situation:

Criteria	Compliance Requirements				Documents Submission Requirements
	Single Entity	Joint Venture / Consortium(permitted)			
		All Partners Combined	Lead Member	Each Member	
Requirement					

3.1 Historical Financial Performance					
Net Worth					
Net Worth for the Financial Year 2016-17 (from latest audited balance sheet) should be positive. (Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed)	Must meet requirement	Not Applicable	Must meet requirement	Must meet requirement	Form FIN 1 with attachments
Turnover					
Average Annual Turnover of last Three Years should be equal to or more than (Rs 2 Crore) .	Must meet requirement	Must meet requirement	Must meet 51% (percent) of the requirement	Must meet 20%(per cent) of the requirement	Form FIN 2
<i>NOTE: 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.</i>					
Working Capital					
Working Capital based on the current assets and current liabilities (including the short term loan repayments due in current years) should be minimum of 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)	Must meet requirement	Must meet requirement	Must meet 51% (percent) of the requirement	Must meet 20% (percent) of requirement	
<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>					
3.2 Bid Capacity (Financial Resources)					
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	Must meet requirement	Must meet requirement	Lead member must meet 51% (percent) of the requirement	Must meet 20% (percent) of requirement	Form FIN 3

			ent		
<p>Bid Capacity = $(2 \times A \times N) - B$</p> <p>Where A= Maximum value of Annual Turnover from urban infrastructure works executed in any one year during the last four years (2013-14, 2014-15, 2015-16, 2016-17) (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),</p> <p>N=Prescribed completion period of the work for which bids are invited in years,</p> <p>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>					
<p><i>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</i></p>					

4. Experience:

Criteria	Compliance Requirements				Documents Submission Requirements
	Single Entity	Joint Venture / Consortium			
		Requirement	All Partners Combined	Each Partner	One partner
4.1 General Construction Experience:					
Experience of construction contracts - At least the last 5 Years prior to the Bid submission deadline. (2012-13 to 2016-17 and current year)	Must meet requirement	Not Applicable	Must meet requirement	Not Applicable	Form EXP 1
<p><i>NOTE: Certificate of Chartered Accountant must be submitted, clearly indicating construction experience based on construction turnover of the firm.</i></p>					
4.2 Specific Construction Experience					
<p><i>The bidder should have experience of the following in last five financial years (2012-13 to 2016-17); experience in current year shall also be counted up to deadline for submission of bid.</i></p>					
Should have substantially completed (as per definition given below) / completed and Commissioned one single similar work (which includes supply, installation and commissioning of electrical fixtures in museums/art galleries) not less than the amount equal to Rs.30 lakh.	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2a
OR					

Should have substantially completed (as per definition given below) / completed and Commissioned two similar works (which includes supply, installation and commissioning of electrical fixtures in museums/art galleries) each amounting equal to Rs. 25 lakh.	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2a
<p>Note:</p> <p>(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.</p> <p>(ii) Clients certificate of experience must clearly indicate whether</p> <ul style="list-style-type: none"> Completed and commissioned; or Substantially completed as per definition given above 					
4.3 Construction Experience in Key Activities in last 5 years					
Bidder should have experience (substantially completed as per definition given in tender document / completed and commissioned) in supply, installation and commissioning of one similar work (which includes supply, installation and commissioning of electrical fixtures in museums/art galleries) for a minimum area of 1200 sq.mt in last five years.	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2b
OR					
Bidder should have experience (substantially completed as per definition given in tender document / completed and commissioned) in supply, installation and commissioning of two (2 nos.) similar works (which includes supply, installation and commissioning of electrical fixtures in museums/art galleries) each comprising of minimum area of 900 sq.mt in last five years	Must meet requirement	Must meet requirement	Not Applicable	Not Applicable	Form EXP 2b
<p>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.</p>					
<p>Note: For 4.2 & 4.3</p> <p>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.</p> <p>ii) The works which have been completed during the period mentioned above, though may have commenced earlier, and shall be considered for experience purposes.</p> <p>iii) For considering experience of the bidder, out of its experience as JV / Consortium, its own works in</p>					

the JV / Consortium shall be considered with relevant evidence/certificates.
iv) JV / Consortium shall comprise of not more than three firms/companies. The minimum equity under JV / Consortium of lead firm should be min 51% and other firm min 20% each.

NOTE:

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)	2017-18	1.00
(ii)	2016-17	1.00
(iii)	2015-16	1.00
(iv)	2014-15	1.10
(v)	2013-14	1.21

Section IV: Bidding Forms

Table of contents

S. No	Particulars
4.1	Technical Bid Check List
4.2	Letter of Technical Bid
4.3.1	Bid Security (Bank Guarantee Unconditional)
4.3.2	Bid Securing Declaration
4.4.1	Form ELL-1
4.4.2	Form ELL-2
4.4.3	Form LIT-1
4.4.4	Form FIN-1
4.4.5	Form FIN-2
4.4.6	Form FIN-3
4.4.7	Form FIN-4
4.5	Form EXP-1
4.6	Form EXP-2a
4.7	Form EXP-2b
4.8	Form: Revolving line of credit
4.9	Declaration by the Bidder under Sections 7 and 11 of the Act
4.10	Letter of Financial Bid
4.11	Power of Attorney
4.12	Joint Venture Agreement
4.13	Statement for work in hand
4.14	Bid Capacity
4.15	Check Points
4.16	Self Appraisal Sheet

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 / Consortium agreement against which experience for eligibility is claimed to demonstrate clearly the JV / Consortium members work in that JV / Consortium.
17. Registration certificate of each bidder / JV / Consortium 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 (In Bidder's Own Letterhead)

Date: _____ NIT No.: _____

To: _____

Sir,

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:

Yours faithfully,

Signature:

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 Bidder 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 ITB;

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 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 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 / Consortium named in above. 3. In case of JV / Consortium, letter of intent to form JV / Consortium or JV / Consortium agreement. 4. In case of Consortium, letter of intent to form Consortium or JV Consortium. 	

4.4.2 Form ELI – 2: JV / Consortium Information Sheet

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

(Each member of a JV / Consortium / 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 / Consortium / must fill in this form to be certified by the Statutory Auditors of the Bidder)

Pending Litigation			
<input type="radio"/> No pending litigation in accordance with Section III (Evaluation and Qualification Criteria).			
<input type="radio"/> 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 FIN 1 – Financial Situation

Each Bidder or member of a JV / Consortium must fill in this form

(To be certified by the statutory auditors of the Bidder)

Financial Data for past years in Rupees				
Years /Items	Year 1:	Year 2 :	Year 3:	Year 4:

Information from Balance Sheet in Rupees

(in case of bidders and JV / Consortium partners from outside India, data to be converted at the exchange rate prevailing 28 days prior to the deadline of submission of the bids)

Total Assets				
Total Liabilities				
Net Worth				
Current Assets				
Current Liabilities				
Others as required				

Information from Profit & Loss Account/ Income & Expenditure Statement

Total Operating Revenues/ Income				
Profit/ Excess of Income over Expenditure before Taxes				
Profit/ Excess of Income over Expenditure after Taxes				
Others as required				

Attached are attested copies of audited financial statements (balance sheets including all related notes, and Profit & Loss Account/ Income & Expenditure Statement) for the last years, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the Bidder or partner to a JV / Consortium, and not sister or parent companies.
- Historic financial statements must be audited by a chartered accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited. (No statements for partial periods shall be requested or accepted).

Signature of the statutory auditors

Signature of Authorised Signatory

4.4.5 Form FIN 2 Average Annual Construction Turnover in Rupees

Each Bidder or member of a JV / Consortium must fill in this form

(To be certified by the statutory auditors of the Bidder)

Annual Turnover Data for the last.....years (<i>Construction works only</i>)	
Year	Amount-Rupees
Average Annual Construction Turnover	
The information supplied should be the Annual Turnover of the Bidder or each member of a JV / Consortium in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. For JV / Consortium partners from other countries, the conversion to Rupees shall at the rates prevailing on the 31st. March of that year.	
Signature of the statutory auditors	Signature of Authorised Signatory

NOTE:

[To bring the earlier year's amount to the last financial year's level the following multiplier may be applied.]

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)	2017-18	1.00
(ii)	2016-17	1.00
(iii)	2015-16	1.00
(iv)	2014-15	1.10
(v)	2013-14	1.21
(vi)	2012-13	1.33
(vii)	2011-12	1.46

4.4.6 Form FIN 3 Financial Resources - Rupees

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated in Section III (Evaluation and Qualification Criteria).

FINANCIAL RESOURCES		
S.No	Source of Financing	Amount in Rupees

Signature of Authorised Signatory

4.4.7 Form FIN 4 Current Contract Commitments / Works in Progress

Bidders and each partner to a JV / Consortium should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

CURRENT CONTRACT COMMITMENTS					
S.No.	Name of Contract	Procuring Entity's Contact Address, Tel., Mobile, Fax, e-mail id	Value of Outstanding work in Rupees	Estimated Completion Date	Average Monthly Invoicing during Last 6 months (Rupees per month)

Signature of Authorised Signatory

4.5 Form EXP – 1: General Experience

Each Bidder or member of a JV / Consortium must fill in this form

GENERAL 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.

4.6 Form EXP – 2(a): Specific 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	
If partner in a JV / Consortium or subcontractor, specify participation of total	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.

4.7 Form EXP – 2(b): 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 / Consortium 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.			
<p>Experience (substantially completed (as per definition given in tender document) / completed and commissioned in supply, installation and commissioning of one similar work (which includes supply, installation and commissioning of electrical fixtures in museums/art galleries) for a minimum area of 1200 sqmt in last five years.</p> <p>OR</p> <p>Experience (substantially completed as per definition given in tender document / completed and commissioned) in supply, installation and commissioning of two (2 nos.) similar works (which includes supply, installation and commissioning of electrical fixtures in museums/art galleries) each comprising of minimum area of 900 sqmt in last five years</p>			
Reference page No., copy of work order and completion & commissioning certificate in support of above experience:			

4.8 Form: 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 _____, 2017

Date: _____ Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

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

Declaration by the Bidder/ JV / Consortium

(To be prepared and submitted in 100 rupees Non Judicial Stamp Paper)

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:

4.10 Letter of Financial Bid

Financial Bid Submission Sheet

(To be submitted with financial bid under Vol 2: BoQ only)

Date: _____ NIT No.: _____

To: _____

Sir,

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:

Yours faithfully,

Signature:

Name/ address: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Tel: _____ Fax: _____

E-mail: _____

4.11 POWER OF ATTORNEY (TO BE PREPARED AND SUBMITTED IN RS. 100.00 NON JUDICIAL STAMP PAPER)

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 bid "-----". 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	

4.12 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)
For and on behalf of)
_____)

in the presence of:)
_____)

Name:
Designation:

Name:
Designation:

Name :
Designation:

*Similar Consortium Agreement to be signed in case of a Consortium

4.13 STATEMENT FOR WORK IN HAND (for calculation of value of Bid Capacity)

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.

Sl. 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

4.14 Calculation of Available Bid Capacity

[Using the following formula the Bidder must calculate his available Bid Capacity:-]

Assessed Available Bid Capacity: $(A*N*2 - B)$

Where

A= Maximum value of works executed in any one year during the last five years (updated to the current price level) taking into account the completed as well as works in progress;

N = Number of years prescribed for completion of the works for which bids are invited, and

B = Value at current price level of the existing commitments and ongoing works to be completed during the next ----- years (period of completion of the work for which bids have been invited)

Signature of Authorised Signatory

4.15 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			

4.16 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
1					
2					
3					
4					
5					
6					

Procurement Entity's Requirement

Supply Installation and Commissioning of Electrical Works in Rajasthan School of Arts

5.1 Scope of Work

5.1.1 General

The Contractor shall ensure that the work is carried out as per the Tender /GAD Drawings and specifications given in the Tender. The installation of special lights / fixtures at site shall be done by the Contractor including other necessary accessories at his own cost as per the Tender. If in the opinion of the Engineer the quality/standard of material is not up to the mark, Engineer may instruct replacement of such material. No claim in the sub-standard material, etc. shall be entertained by the Engineer.

5.1.2 General Specification

Only parts and materials as per the specifications given in the BoQ under the contract, shall be used. Fabrication methods and techniques adequate to assure high quality electrical harnesses shall be used. Work shall be carried out as per the Tender Drawings and Specifications.

5.1.3 Lighting Colour:

The colour of the luminaries and the conduits shall be as per Tender Drawings and Specifications and as per the direction and approval of Engineer.

5.1.4 Electric Connection:

The contractor shall be responsible for laying of connecting cable from fixtures to lightning points.

5.1.5 Standards to be followed:

All work shall be done strictly as per applicable Indian Standards and relevant IS Codes. The wiring and installation of fixtures should be done as per IS732.

5.1.6 Interface:

The Contractor shall supply a template for installation and fixing of accessories as per requirement /drawings to avoid any discrepancy found during installation of fixtures at site. Any modification during installation if required shall be rectified by the Contractor at no extra cost.

5.2 Time Allowed

The Contractor will complete the works within the time frame mentioned in the Tender Document. Failure to comply with the time schedule will invite the penalty described in the agreement for execution of the project.

5.3 Defect Liability Period

The Contractor will also be responsible for rectification of any defect, arising out of poor Installation/ poor material as mentioned in Section VIB SCC of the tender document.

5.4 Safety and Security Measures

The Contractor shall be solely responsible for the safety of installing fixtures at site and should take adequate precaution to prevent any accident or harm to material & people during installation. The Contractor shall bear the cost of the damages done to the building and surroundings.

5.5 Alteration

The Contractor will be allowed to carry out minor alterations, if required, due to site specific conditions only after prior written approval from the Engineer. If necessary Engineer reserves the right to review and suggest changes before providing consent for the alterations.

5.6 Specifications

The works are to be carried out with the details given under items in BoQ, complemented with the details available in the Standard Specifications (Electrical Works) published by RUIDP (Rajasthan Urban Infrastructure Development Project). In case specifications are not available, specification prepared by any other Government Department (including CPWD) will be followed. In case of further requirement, specifications available in the latest edition of published codes of Bureau of Indian Standards will be followed.

5.7 Indicative Program

No indicative program is attached herewith. The contractor is to submit his own programme for completion of works as per Conditions of Contract.

5.8 Site Investigation Reports

No Site Investigation Reports are attached herewith and the Contractor may carry out his own site investigation, as he requires.

5.9 Commissioning, Quality Assurance & Quality Control

Testing and commissioning of all materials and works as mentioned in the RUIDP publications or stipulated in the codes or as directed by the Engineer shall be carried out by the Contractor and test reports shall be submitted regularly to the Engineer for his perusal. The Contractor is to notify the Engineer the program of such tests well in advance, so that such tests, either conducted in his own laboratory, laboratory established at the site or any accredited laboratory or at Manufacturer's place can be witnessed by him / his representative or Third Party, if appointed by the Procuring Entity.

The Contractor is to abide by the stipulations/ clauses appearing in the QA & QC Manual published by the RUIDP.

Section VIA

General Conditions of Contract

Table of Clauses

Section VI-A- General Conditions of Contract

A. General	4
1. Definitions.....	4
2. Interpretation	6
3. Language and Law	6
4. Engineer's Decisions	6
5. Delegation	6
6. Communications	6
7. Subcontracting	6
8. Other Contractors.....	7
9. Personnel and Equipment.....	7
10. Employer's and Contractor's Risks	7
11. Employer's Risks.....	7
12. Contractor's Risks.....	7
13. Insurance	8
14. Site Investigation Reports.....	8
15. Contractor to Construct the Works	8
16. The Works to Be Completed by the Intended Completion Date	8
17. Designs by Contractor and Approval by the Engineer	8
18. Safety	9
19. Discoveries	9
20. Possession of the Site	9
21. Access to the Site.....	9
22. Instructions, Inspections and Audits	9
23. Appointment of the Adjudicator	9
24. Procedure for Disputes	10
B. Time Control	10
25. Program.....	10
26. Extension of the Intended Completion Date.....	11
27. Acceleration.....	11
28. Delays Ordered by the Engineer.....	11
29. Management Meetings	11
30. Early Warning	11
C. Quality Control.....	11
31. Identifying Defects	12
32. Tests	12
33. Correction of Defects	12
34. Uncorrected Defects.....	12
D. Cost Control.....	12
35. Contract Price.....	12
36. Changes in the Contract Price.....	12

37. Variations	13
38. Cash Flow Forecasts	13
39. Payment Certificates	13
40. Payments	14
41. Compensation Events	14
42. Tax	15
43. Currencies	15
44. Price Adjustment	15
45. Retention	16
46. Liquidated Damages	16
47. Bonus	16
48. Advance Payment	16
49. Securities	17
50. Day works	17
51. Cost of Repairs	17
E. Finishing the Contract	17
52. Completion	17
53. Taking Over	17
54. Final Account	18
55. Operating and Maintenance Manuals	18
56. Termination	18
57. Fraud and Corruption	19
58. Payment upon Termination	19
59. Property	20
60. Release from Performance	20

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 Engineer, 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 Engineer 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 Engineer for the execution of the Contract.

- (q) The **Employer or Procurement Entity** is the party who employs the Contractor to carry out the Works, as specified in the **SCC**.
- (r) The **Engineer** is the person named in the **SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **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.
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) 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 **SCC**. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.
- (w) **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.
- (x) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (y) "**Party**" means the Employer or the Contractor, as the context requires.
- (z) **SCC** means Special Conditions of Contract
- (aa) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (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 **SCC**.
- (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 Engineer.
- (ff) The **Start Date** is given in the **SCC**. 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 Engineer 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 **SCC**.

- 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 Engineer shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is specified in the **SCC**, 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,
 - (c) Contractor's Bid,
 - (d) Special 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 **SCC** 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 **SCC**.
- 4. Engineer's Decisions**
 - 4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
 - 5.1 The Engineer 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 Engineer, 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 SCC**. 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 Engineer. The Engineer 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 Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the 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 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) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) The activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's** 12.1 From the Starting Date until the Defects Liability Certificate has been

- Risks** 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 **SCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) Personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in 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 Engineer.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Investigation Reports**
- 14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC**, 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 Engineer, and complete them by the Intended Completion Date.
- 17. Designs by Contractor and Approval by the Engineer**
- 17.1 The Contractor shall carry out design to the extent specified in the **SCC**. The Contractor shall promptly submit to the Employer all designs, drawings prepared by him. Within **07 days of receipt**, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within **07 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 Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 17.4 The Engineer'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 Engineer 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 Engineer of such discoveries and carry out the Engineer'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 **SCC**, 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 Engineer and any person authorized by the Engineer 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 Engineer, which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit the Employer 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 Employer. 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 Employer.
- 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 SCC**, to appoint the Adjudicator within **07 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 07 days of** receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within **07 days of** the notification of the Engineer'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 **SCC**, 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 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 **SCC**.

B. Time Control

25. Program

25.1 Within the time stated in the **SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Engineer 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 Engineer for approval an updated Program at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the **SCC** 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 Engineer.

25.4 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer 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 Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within **21 days** of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to 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 Engineer 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 acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Engineer**
- 28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Engineer 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 Engineer 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 actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30. Early Warning**
- 30.1 The Contractor shall warn the Engineer 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 Engineer 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 Engineer 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 Engineer.

C. Quality Control

- 31. Identifying Defects** 31.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 32. Tests** 32.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **SCC**. 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 Engineer's notice.
- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer 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 Engineer shall adjust the rate to allow for the change.
 - (b) The Engineer 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 Engineer, the Contractor shall provide the Engineer 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 Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Engineer 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 Engineer, 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 Engineer 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 Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Engineer 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 Engineer.

- 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 and Compensation Events.
- 39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

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 Engineer 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 Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on his own forecast. The Engineer 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 Engineer.

42. Tax

42.1 The Engineer 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 **SCC**, 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 **SCC**. 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 **SCC**, 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 **SCC** until Completion of the whole of the Works.

45.2 Upon the issue of a Certificate of Completion of the Works by the Engineer, 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 Engineer has certified that all Defects notified by the Engineer 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 **SCC** 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 **SCC**. 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 Engineer 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, 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 **SCC** 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 Engineer 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 **SCC** by the date stated in the **SCC**, 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 Engineer.
- 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 **SCC**, 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 Engineer 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 Engineer. Each completed form shall be verified and signed by the Engineer 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 Engineer to issue a certificate of Completion of the Works, and the Engineer 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 Engineer's issuing a certificate of Completion.

- 54. Final Account** 54.1 The Contractor shall supply the Engineer 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 Engineer 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 Engineer 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 Engineer 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 **SCC**.
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC 55.1, or they do not receive the Engineer's approval, the Engineer shall withhold the amount **stated in the SCC** 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 Engineer;
 - (b) the Engineer 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 Engineer is not paid by the Employer to the Contractor within 84 days of the date of the Engineer's certificate;
 - (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (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 **SCC**.
 - (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 Engineer for a cause other than those listed under GCC 56.2 above, the Engineer 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 Employer requires that Contractors, Subcontractors, manufacturers, and Consultants under Employer-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:

- (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;
 - (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 Employer 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 Employer-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 Employer-financed contract.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done 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 **SCC**. 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 Engineer 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 Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION VIB: SPECIAL CONDITIONS OF CONTRACT

The following Special 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

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

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

Add Clause **1.1(kk)**; the **Notice to Proceed** is the notice issued by the Engineer to the Contractor to proceed with the Works. Whenever possible the Notice to Proceed will be issued by the Engineer 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 Section V Procurement Entity's Requirement.

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 fax, 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 Engineer:

Executive Engineer,
Jaipur Smart City limited
Jaipur.

Clause 7: Sub-Contracting

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 equipment 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 sub-contracted. The Engineer 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 Engineer and would require approval of the Engineer. 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 Engineer, and then 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 Engineer.

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 & Equipment

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
Site Engineer		1	Diploma in Electrical Engineering	3years	1 year
Site Supervisor		1	Diploma in Electrical Engineering	2 years	1 year

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

Add 13.1.1

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 Engineer 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, Procurement Entity's Requirement.

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

In continuation to paragraph 16.1, add the following: -

The successful bidder will be expected to complete the works within **07 Days** 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 Engineer

In continuation to paragraph 17.1, add the following:-

17.1 The scope to carry out designs & drawings are as specified in Section V, Procurement Entity's Requirement.

Clause 19: Discoveries

Add clause 19.2:

19.2: All materials, including Lighting Fixtures, wire, conduits, Sockets & other material, obtainable in the work by dismantling, etc. will be the property of the Employer/ Procuring Entity and will be disposed off as directed by the Engineer. The contract price is deemed to have been included for collection, loading/unloading, carriage and disposal within a distance of 5 km radius and no additional payment will be allowed.

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 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 - Procurement Entity's Requirements for further details.

Clause 23.1 & 23.2: Appointment of the Adjudicator

Delete clause 23.1 & 23.2 in its entirety.

Clause 24: Procedure for Disputes

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

24.1 **Engineer'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 Engineer, 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 Engineer 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 Engineer 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 Engineer'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 Engineer until or unless the same shall be revised in an amicable settlement or as hereinafter provided.

24.2 Remedy When the Engineer's Decision is Not Accepted: If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer 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 Engineer, of his intention to commence arbitration for settlement of the dispute.

If the Engineer 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 Engineer, 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 24.2, 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 Engineer 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 24.3, shall be finally resolved by arbitration. The arbitration will take place in accordance with The Arbitration and Conciliation Act 1996 of India (as amended to date) 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 Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

c) In case of dispute arising out of the Arbitration Award, the courts in Jaipur shall have the exclusive jurisdiction.

24.5 Contractor to Execute Work Pending Settlement: Whether the dispute is referred to the Engineer, to Arbitrator, 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.

25: Program:

Replace the following sub-clauses

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 7 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 if indicated in Indicative Work Plan. In case of lump sum contract, the activities in the Program shall be consistent with those, as may be given in the Activity Schedule. In case the contractor fails to submit an acceptable program, a program given by the Engineer 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

The Contractor shall provide an updated Work Program by the last day of each week, 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 Engineer 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 Engineer, 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 Engineer 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 contractor's account, but he will not be responsible for the quality of the said work. The Engineer 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 Engineer may withhold 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 Engineer 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 Contractor's personnel and Equipment on Site;
- (d) copies of Contractor's 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 Engineer as defined in Section V.

Clause 33: Correction of Defects:

Replace Clause 33.1 by -

33.1 The Engineer shall give notice to the Contractor of any Defects including damages caused to Third Party property by the Contractor by his work force or by his machinery/ equipment or by his negligence during the continuance of the Contract, 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 up to 1 year thereafter. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Add clause 33.3

33.3 The Engineer shall certify that all Defects have been corrected. If the Engineer considers that correction of a Defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Engineer 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 Engineer's notice, the Engineer 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 Engineer. 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 Engineer shall determine in accordance with this clause. The Engineer shall notify the contractor of any determination made under this sub clause, with a copy to the Employer.

35.2.1 Use of Provisional Sum

In respect of every provisional sum the Engineer 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,

35.2.2 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 ad measurement 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. Up to 50 percent, or
 - ii. The individual item total cost up to 2 lakh 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.
- 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 Integrated Schedule of Rates (SOR) 2017 of RUIDP and in absence of such item in SOR of RUIDP any other SOR applicable for Jaipur District, 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 and 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 Engineer 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 Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation is ordered.
- 37.6 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- 37.7 The Engineer 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,
 - 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

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 (Excluding GST), 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

Delete Clause 40 in its entirety and add the following:

40.1 The Employer shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Employer 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 include all expenses incurred by the Contractor during 1 year Defect Liability period. 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.

40.1.1 The Contract Price includes all duties, taxes (excluding GST), 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.
- 40.1.2 The Contract Price shall not be adjusted for any change in costs except as stated in **Clause 42**, or in Price adjustment.
- 40.1.3 The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement.
- 40.1.4 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.
40. 1.5 All payments under this Agreement shall be made in Indian Rupees.
- 40.2 **Procedure** for estimating the payment for the Works
- 40.2.1 The Employer shall make only one payment to the Contractor as certified by the Engineer on completion of 100% of the Contract value on submission of monthly invoice/bill.
- 40.2.2 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 there of 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.
- 40.5 Time of payment and interest.
- 40.5.1 The Employer shall pay to the Contractor any amount due under any payment certificate issued by the Engineer in accordance with the provisions or in accordance with any clause of this Agreement as follows:
- (a) payment shall be usually made no later than 30 (thirty) days from the date of submission of the Stage Payment Statement by the Contractor to the Engineer for certification for an IPC; provided that, in the event the IPC is not issued by the Engineer within the aforesaid period of 30 (thirty) days, the Employer 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 Engineer for certification.

40.5.2 No interest will be applicable for any delayed payment by the Employer.

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 Engineer's estimate and the dispute can be settled in accordance with the provisions of Clause 24.

Clause 42: Tax

Replace Clause 42 in its entirety with the following:-

The Engineer 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

Replace Clause 43.1 by the following:

43.1 All payments will be made in Indian Rupees

Clause 44: Price Adjustment

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

44.1 No price adjustment is allowed under this contract

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, up to 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 Engineer. 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 Engineer 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

Delete the clause in its entirety and add the following:

48.1 No advance payment will be made

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 withhold 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 Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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:

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 Engineer prior to the commencement of the Tests on Completion.

In addition, the Contractor shall prepare and submit to the Engineer "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 Engineer for his inspection. The Contractor shall obtain the consent of the Engineer 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 Engineer one softcopy in CD, one full-size original copy and six printed copies of the relevant "as-built drawings" duly signed and sealed, 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 52 until such documents have been submitted to the Engineer.

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;

61. Safety, Security and Protection of the Environment

61.1 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 Engineer. 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;

61.2. 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 Engineer 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.

61.3. 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 Engineer, necessary. Such measures may include spraying the road surface with water at regular intervals.

61.4 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.

61.5. 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 Engineer.

61.6. 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 Engineer 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 Engineer, and shall pay full compensation to any affected party.

62 Water Supply and Electric Power

65.1 The Contractor shall make his own arrangements at his own expense for water supply and electric power supply for construction, testing and other purposes. Only clean water free from deleterious materials and of appropriate quality for its intended use shall be used.

63. Fire Prevention

63.1 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 Engineer to have been initiated by the Contractor's staff or labour shall be replanted and otherwise restored to the satisfaction of the Engineer at the Contractor's expense.

71. Transport of Contractor's Equipment or Temporary Works

71.1 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 Engineer'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 Engineer 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 Engineer'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.

72. Clearance of Contractor's Facilities

72.1 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.

73. Fair Wages

73.1 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 anything 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.)

73.2 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.

73.3 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.

73.4 The Engineer 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.

73.5 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.

73.6 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.

74. Housing for Labour

74.1 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.

75. Safety and Accident Prevention Officer

75.1 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.

76. Protective Clothing and Footwear

76.1 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 Engineer, 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 Engineer's satisfaction.

76.2 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;

77. First-Aid Services

77.1 The Contractor shall, at his own expense, provide first aid equipment at all camps and work sites to the satisfaction of the Engineer, 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.

78. Health and Pests

78.1 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 Engineer's satisfaction.

79. Supply of Drinking Water, Sanitation

79.1 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 Engineer.

80. Festivals and Religious Customs

80.1 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.

81. Disorderly Conduct

81.1 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.

82. Records of Labour and Accidents

82.1 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 Engineer as he may from time to time prescribe.

83. General

83.1 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.

84. Site Office for Engineer and Other Supervisory Staff

84.1 The Contractor shall arrange to provide office of minimum 100 sq. ft. size as per specification with two tables, four chairs, one steel almirah, 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 and all other charges shall be arranged within the area of the work. Approval shall be taken from Engineer prior to making arrangement of the office. The construction of site office and its or maintenance are incidental to the work. The office shall be functional until work is completed. If Engineer found that office arranged by the contractor is not being maintained properly then Engineer has right to deduct a reasonable amount from that payment. In case adequate space is not available for setting up of such office, the Engineer may waive such requirement on being requested by the Contractor, in writing.

85. Field Laboratory

85.1 Within 15 (Fifteen) days from the date of commencement of the work, the Contractor shall arrange to provide a 250 sqft. fully furnished and adequately equipped field laboratory as per Specifications and directions of the Engineer, including maintenance of the same. This shall be removed at the completion of the work. All dismantled items of field laboratory and all equipment shall be property of the Contractor at the completion of the work. The Laboratory shall be functional till the work is completed. If Engineer found that Laboratory arranged by the Contractor is not being maintained properly then Engineer has right to deduct a reasonable amount from payment. The construction of Field Laboratory & its maintenance are

incidental to the work. Notwithstanding the above, the Engineer may agree to the Contractor's proposal to use facilities of accredited/ Government laboratories, upon scrutinising the details of such laboratories, submitted by the Contractor. Even in that case also, the Contractor will keep and maintain certain basic equipment at site as mentioned under Section V: Procuring Entity's Requirement.

85.2 The calibration of the laboratory equipments and instruments shall at the initial stage to be certified by agencies approved by the Engineer. 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 Engineer in sufficient advance prior to conducting any tests for the materials and work. The Engineer will also inspect the laboratory and the contractor shall provide adequate facilities to the Engineers for his independent verification of the accuracy and adequacy of the facilities.

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

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

86.2 The Contractor shall inform the Engineer about the likely dates of manufacturing, testing and dispatching. The Contractor shall notify the Engineer 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 Engineer 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.

86.3 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 Engineer before manufacturing and Testing. The material has to be inspected by the Engineer or by an Inspecting agency approved by the Engineer at the manufacturer's premise before packing and dispatching. The Inspection charges of the agency will be borne 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 equipment and facilities for tests and the cost, thereof, shall be boren 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 Engineer 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 Engineer before dispatching of the Equipment. Notwithstanding the above, the Engineer, 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 Engineer 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

Sr. No.	Item	Category of inspection
1	Lighting Fixtures as per BOQ	Category B
2	Electric Wire	Category C
3	Electrical Accessories	Category C

87. Supply of Colored Record Photographs

87.1 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 Engineer and supply two copies of colour record photographs mounted in the albums including negatives with specification and these shall be kept by Employer.

88. Public Awareness / Information Display

88.1 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 Engineer.

89. Contractor's Responsibilities

89.1 The contractor shall promptly inform the Employer and the Engineer 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 Engineer will resolve the ambiguity or correct the error and will notify the contractor of the interpretation to be adopted.

90. Services

90.1 Overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost.

90.2 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.

90.3 Shifting of 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.

91. Setting Out

91.1 The Contractor(s) shall set out the whole of the work in conjunction with an officer to be deputed by the Engineer and during the progress of the work to amend on the requisition of the Engineer 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.

91.2 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.

91.3 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.

91.5 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.

91.6 Defect liability period shall be 1 year. Contractor shall furnish an affidavit from the manufacture / supplier firms before actual date of completion.

92. Labor

92.1 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.

92.2 Persons in the Service of Employer

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

92.3 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.

92.4 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.

92.5 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 Engineer gives consent, or

- (iii) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.
- (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 Engineer's consent thereto, the Engineer 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.

92.6 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.

92.7 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 Engineer'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

92.8 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.

92.9 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 Engineer and shall be available for inspection by the Engineer. Until the Contractor has completed all work.

92.10 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.

92.11 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.

92.12 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.

92.13 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.

92.14 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.

92.15 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.

92.16 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.

93 MONITORING

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

Section VI C: Contract Forms

Table of Contents

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

1. Letter of Acceptance

Letter of Acceptance

[on 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 (and, if

applicable, maintain the Works for a period of -----) in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (and,if applicable, maintain the Works for a period of -----), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by

Signed by.....

for and on behalf of the Governor/ Palika Entity

for and on behalf the Contractor

(Chief Executive Officer, JSCL)

in the presence of

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.

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) Notice to Proceed
 - b) the Letter of Acceptance;
 - c) the Bid
 - d) the Addenda and Corrigendum
 - e) the Special Conditions
 - f) the General Conditions
 - g) the Specifications;
 - h) the Drawings;
 - i) Instructions to Bidders and Notice Inviting Bids
 - 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

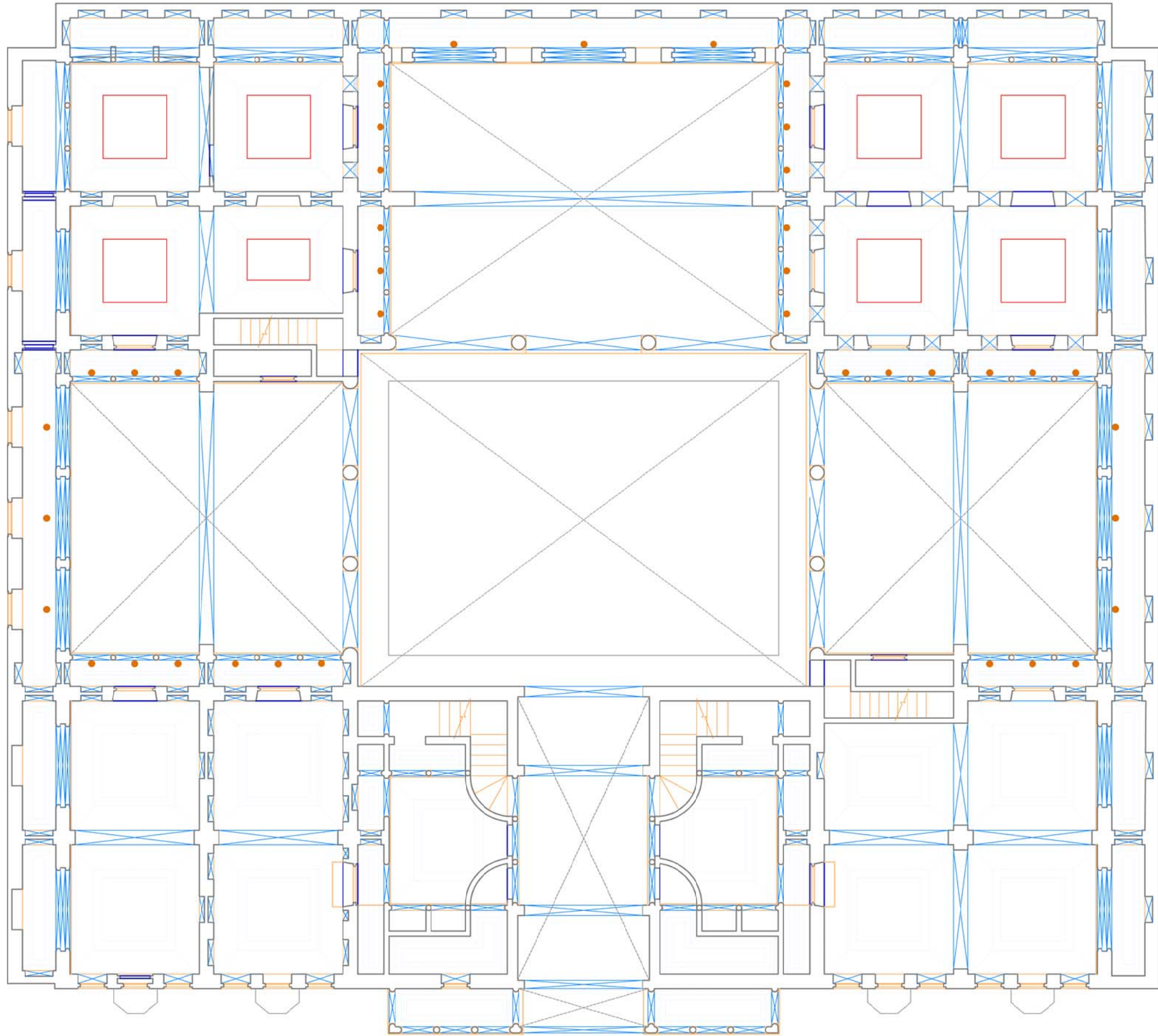
Witness, Name, Signature, Address
Signed by

12 Tender Drawing

RFP for Special Illumination Works for Rajasthan School of Arts

List of Drawings:

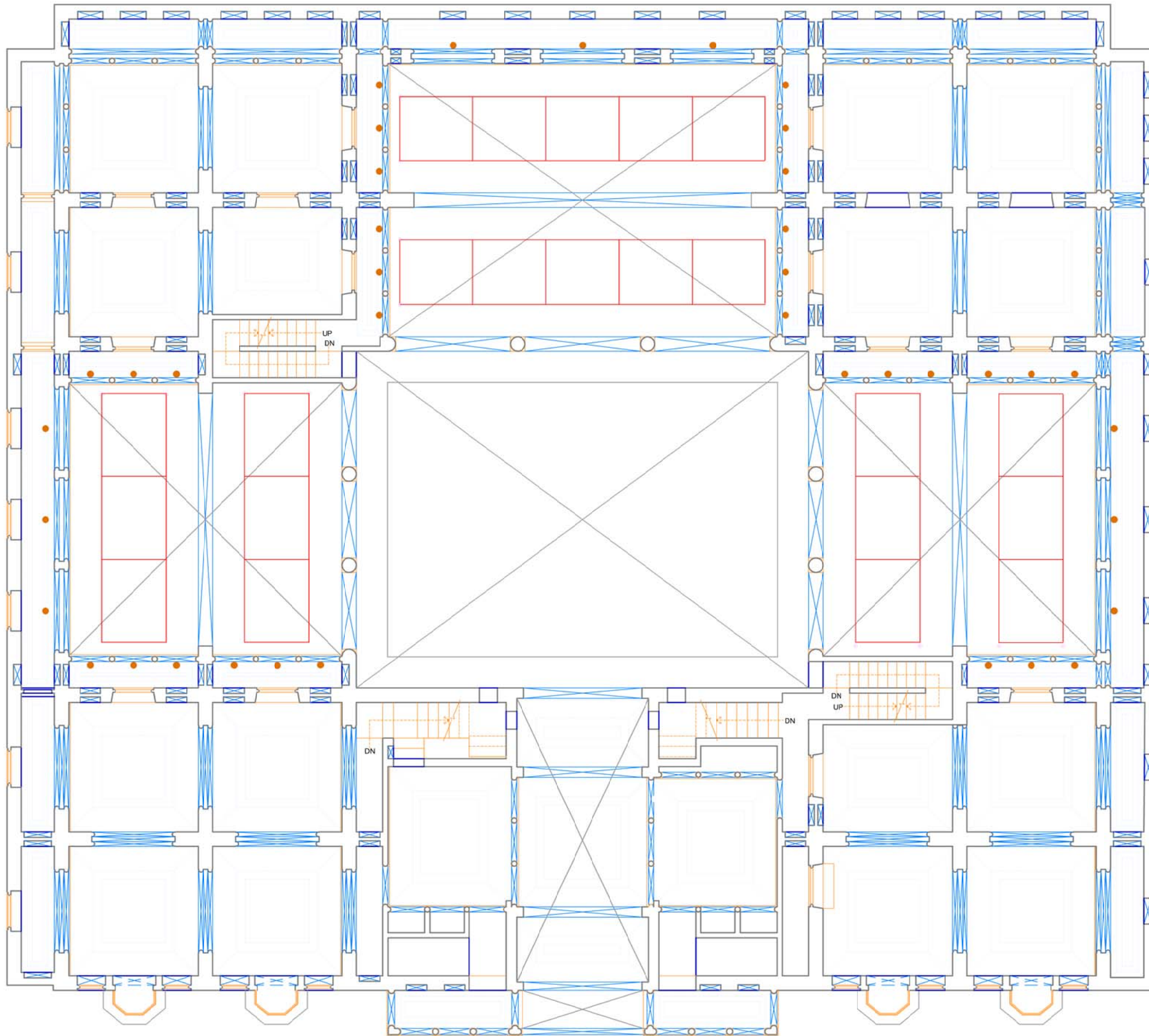
1. JSCL-RSA-GF-001
2. JSCL-RSA-FM-001




DECLARATION
 1. THIS DRAWING IS THE SOLE PROPERTY OF THE JAIPUR SMART CITY LIMITED (JSCL) AND EPTISA INDIA PVT. LTD. (EPTISA) AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE THAN THE ONE FOR WHICH IT HAS BEEN ISSUED.
 2. REPRODUCTION OF THIS DRAWING IN ANY FORM, WITHOUT PRIOR APPROVAL OF THE JSCL OR EPTISA IS NOT PERMITTED.

NOTES
 1. ALL DIMENSIONS ARE IN MILLIMETERS ONLY UNLESS OTHERWISE SPECIFIED.
 2. DIMENSIONS NOT BE MEASURED FROM DRAWING.

DATE	DRAWING ISSUED		NO. OF COPIES	REV. NO.	DETAILS	REV. BY	DRAWN BY	CHECKED BY	SECTOR	PROJECT	SCALE
	TO	BY					TV	MMK		SPECIAL ILLUMINATION WORKS FOR RSA	
24-11-2017	JSCL	EPTISA	01	0	ISSUED FOR TENDER	-			HERITAGE CONSERVATION & INNER CITY RENEWAL	DRAWING TITLE GROUND FLOOR-LIGHTING LAYOUT	NORTH
							APPROVED BY			DRAWING No. JSCL-RSA-GF-001	
							MS				





Jaipur Smart City Limited
 Jaipur Municipal Corporation,
 Pt. Deen Dayal Upadhyay Bhawan,
 Lalkothi, Tonk Road, Jaipur - 302016

DECLARATION
 1. THIS DRAWING IS THE SOLE PROPERTY OF THE JAIPUR SMART CITY LIMITED (JSCL) AND EPTISA INDIA PVT. LTD. (EPTISA) AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE THAN THE ONE FOR WHICH IT HAS BEEN ISSUED.
 2. REPRODUCTION OF THIS DRAWING IN ANY FORM, WITHOUT PRIOR APPROVAL OF THE JSCL OR EPTISA IS NOT PERMITTED.

NOTES
 1. ALL DIMENSIONS ARE IN MILLIMETERS ONLY UNLESS OTHERWISE SPECIFIED.
 2. DIMENSIONS NOT BE MEASURED FROM DRAWING.

DATE	DRAWING ISSUED		NO.OF COPIES	REV. NO.	DETAILS	REV. BY	DRAWN BY	CHECKED BY	SECTOR	PROJECT	SCALE
	TO	BY					TV	MMK			
24-11-2017	JSCL	EPTISA	01	0	ISSUED FOR TENDER	-	TV	MMK	HERITAGE CONSERVATION & INNER CITY RENEWAL	SPECIAL ILLUMINATION WORKS FOR RSA	NTS
							APPROVED BY				
							MS				
										DRAWING TITLE	NORTH
										FIRST MEZZANINE-LIGHTING LAYOUT	
										DRAWING No.	JSCL-RSA-FM-001

Environmental and Social Management Framework for Smart City Sub-Projects

As per the Government of India and Government of Rajasthan, the project and its subprojects also must be prepared and implemented in full compliance with the national legislation, regulations and standards governing protection and management of the cultural and natural heritage of the country, social development, and environmental management. Specific state and local level standards and regulations also apply based on the project location and nature of its proposed investments and activities (subprojects). The key legislation and Policy applied to this project are further discussed below in Table-1. The contractor is responsible for the implementation of Environmental and Social Framework during work execution.

Table-1

Act/Policy	Year	Objective	Main Stipulations	Applicability to Project	Monitoring Agency
Cultural Heritage Government of India					
Ancient Monuments and Archaeological Sites and Remains Act Amended	1958 2010	Declares certain monuments/sites as being of “national importance”. Stipulates conservation of cultural and historical remains found in India.	Monuments are “protected” area. 100m radius is “prohibited” area – no construction or reconstruction. Repairs allowed. 200m radius is “regulated” area (structures can be constructed by archaeological officers with due sanctions from competent authority). Protection, maintenance and conservation managed by Archaeological Survey of India (ASI)	Yes, as appropriate. Approximately 46 monuments/sites are protected monuments in Jaipur.	Ministry of Culture; with ASI/ Supervision Consultant.
Ancient Monuments	1904	Gives central	Specifies agreements	Possibly, if any	Ministry of Culture/

Protection Act		government the authority to protect and conserve monuments, particularly those privately owned, through acquisition of rights.	to be made between Gol and monument/site owner for transfer of rights for protection. Gives Gol right to intervene in potentially harmful activities near site (e.g. mining, quarrying).	subproject supports privately owned monument.	Supervision Consultant.
The Antiquities and Art Treasures Act.	1972	To ensure registration of antiquarian remains in personal possession of individuals and institutions.	Registration of antiquities/remains/art is mandatory.	Possibly, if any subproject involves chance find.	Directorate of Culture. Govt. of Rajasthan// Supervision Consultant.
Social					
Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act.	2013	To ensure rights of displaced populations in the case of land acquisition.	Fair compensation for acquisition of immovable assets; Resettlement of displaced population due to land acquisition and economic rehabilitation of all those who are affected due to private land acquisition	Yes. In case of acquisition of land and /or resettlement.	Revenue Department. Govt. of Rajasthan/ Supervision Consultant.
Street Vendors (Protection of Livelihood and Regulation of Street Vending) Act	2014	To regulate street vending while ensuring rights and stating obligations of street vendors.	Local agencies must regulate vending through a Plan, including relocation/eviction rules, vendor rights (e.g. certificate of vending) and vendor obligations (e.g. maintain cleanliness of area).	Yes. In case vending areas are close to or at the location of subprojects.	Town vending Committee/ Supervision Consultant.

Child Labour (Prohibition and Regulation) Amendment Bill,	2016	To completely ban on child labour.	The act has completely banned employment of children below 14 in all occupations and enterprises, except those run by his or her own family, provided that education does not hampered.	Yes, In case some contractor employs Child labour.	Labour Department/ Supervision Consultant.
Labour Act, Contract Labour (Regulation & Abolition) Act	1970	Act to regulate the employment of contract labor in certain establishments and to provide for its abolition in certain circumstances and for matters connected therewith.	To protect labour right.	To every establishment in which twenty or more workmen are employed or were employed on any day of the preceding twelve months as contract labour;	Labour Department/ Supervision Consultant.
Rajasthan Minimum Wages Act	2016	To regulate the wages.	To provide minimum wages.	To every Establishment.	Labour Department/ Supervision Consultant.
Payment of Wages Rule of Rajasthan.	1961	To regulate the time for wages distribution	To provide wages timely.	To every Establishment.	Labour Department/ Supervision Consultant.
Safety					
Manufacture, Storage and Import of Hazardous Chemical Rules and amendments	1989	Manufacture, Storage and Handling of Fuels and Explosive (Hazardous Chemical)	To regulate the manufacturing, storage, import and usage of explosives and hazardous chemicals.	Permission for use / storage;	SPCB, District Administration and Supervision Consultant
Environment					
Environment Protection Act	1989	To protect and improve the overall environment.	Prevention, control, and abatement of environmental pollution. Gives central government rights to monitor and test for environmental pollution, and if necessary penalize for	Yes, some specific permissions/ clearances may be required under the Act, e.g. permission for extraction of ground water for use in construction activities, from State	Ministry of Environment and Forests; SEIAA/ Supervision Consultant

			infringements.	Ground Water board.	
The Forest Conservation Act	1927	To check deforestation by restricting conversion of forested areas into non-forested areas.	If any forest land is proposed to be used for non-forest purposes, the user agency needs to get the clearances under the Forest (Conservation) Rules, 1981.	Yes, in case subprojects include pristine forest	State Forest Department. MoEFCC/ Supervision Consultant.
The Forest (Conservation) Act	1980				
The Forest (Conservation) Rules	1981				
The Forest (Conservation) Rules	2003				
Wild Life (Protection) Act.	1972	To protect wildlife through certain of National Parks and Sanctuaries.	The Act provides for protection of wild animals, birds and plants and related matters. The Act contains specific provisions and chapters on protection of specified plants, sanctuaries and national parks, etc.	Yes, in case there may be any activity against the wild animals.	Chief Conservator of Wildlife, Wildlife Wing, Forest Department, Govt. of Rajasthan, National Board For Wildlife, Govt. of India and Supervision consultant.
Water (Prevention and Control of Pollution) Act.	1974	To control water pollution by controlling discharge of pollutants as per the prescribed standards.	Provides for the prevention and control of water pollution and the maintaining or restoring of wholesomeness of water; creates Boards and assigns functions and powers for the prevention and control of water pollution.	Yes, for any subproject involving water bodies, e.g. kunds revitalization	Rajasthan State Pollution Control Board/ Supervision Consultant.
Air (Prevention and Control of Pollution)	1981	To control air pollution	Act provides for prevention, control and	Yes, for any subproject involving	Rajasthan State Pollution Control Board/

Act.		controlling emission of air pollutants as per the prescribed standards.	abatement of air pollution and establishment of Boards for planning a comprehensive program for this task. Collect and disseminate information relating to air pollution, lay down standards for emission of air pollutants into the atmosphere from industrial plants, automobiles or other sources.	impact of air pollution during construction/ rehabilitation phases.	Supervision Consultant.
Central Motor Vehicle Act	1988	To check vehicular air and noise pollution	Vehicles to be used for construction and other purposes need to meet the standards and certificates prescribed as per the Rules, 1989 to control noise, pollution, etc.	Yes. The impact of vehicular pollution during construction/ rehabilitation phases.	Motor Vehicle Department/Supervision Consultant
Central Motor Vehicle Rules and (Amendment) Rules	1989 2013 2014				
Municipal Solid Waste (Management and Handling) Rule.	2016	To Manage Municipal Solid waste.	These rules shall apply to every urban local body, outgrowths in urban agglomerations, census towns as declared by the Registrar General and Census Commissioner of India.	Yes	Municipal Corporation of Jaipur/ Supervision Consultant
Noise Pollution (Regulation and Control) Act.	2000	To Control Noise Pollution.	Four Noise Zone specified by the Central Pollution Control Board.	Yes	Rajasthan State Pollution Control Board/ Supervision Consultant.

Standard EMP for Sub-Projects of Smart City

The Environmental Management Plan (EMP) is a site specific plan developed to ensure that the project is implemented in an environmental sustainable manner where all contractors and subcontractors, understand the potential environmental risks arising from the proposed project and take appropriate actions to properly manage that risk. EMP also ensures the project implementation is carried out in accordance with the design by taking appropriate mitigative actions to reduce or avoid adverse environmental impacts during its life cycle.

The plan outlines existing and potential problems that may adversely impact the environment and recommends corrective measures where required. Also, the plan outlines roles and responsibility of project proponent, supervision consultant and contractors who are charged with the responsibility to manage the smart city project of Jaipur. The EMP is proactive in nature and shall be upgraded if new facilities or modifications of existing facilities, with environment concerns, come up at a later stage.

The EMP is generally:

- Prepared in accordance with rules and requirements of the MoEFCC and the State Pollution Control Board;
- To ensure that the component of facility are operated in accordance with the design;
- Process that confirms proper operation through supervision and monitoring;
- System that addresses public inconvenience during construction and operation of the facility; and

Plan that ensure remedial measures are implemented immediately.

EMP includes four major elements:

Commitment & Policy: Jaipur Smart City Limited will strive to provide and implement the Environmental Management Plan that incorporates all social and environmental issues related to project.

Planning: This includes identification of environmental impacts, legal requirements and setting environmental objectives.

Implementation: This comprises of resources available to the developers, accountability of contractor, and training of operational staff associated with environmental control facilities and documentation of measures to be taken.

Measurement & Evaluation: This includes monitoring, corrective actions and record keeping.

The Environmental Management Plan (EMP) needs to be implemented right from the conception and should continue till the end. The Plan can be divided into three phases - (a) Design or pre-construction phase (b) Construction phase and (c) Operational phase.

The Environment Management Plan of Pre Construction, Construction and Operation phase is given in **Table -1**.

Table-1

Attributes	Mitigation Measures	Location	Time Frame	Cost	Agency Responsible for Implementation	Agency Responsible for Monitoring
A: Pre Construction Phase						
Finalisation of sub project	<ul style="list-style-type: none"> • Consult with local people to finalize the sub-project especially to avoid any social obligation related to project. • Avoid excessive cut and fill and sub-project should follow natural topography of the area. • In flood prone areas, refer to hydrological data to finalize the provision for culvert drainage structures. • Avoid the requirement of forestland for sub-project. In case unavoidable, minimize it to extent possible by exploring alternative options. • In case, requirement of forestland is unavoidable, determine the legal status of forestland and initiate actions to seek permits for diversion of forestland for non-forest uses. • Forest clearance is to be obtained in accordance with the provisions of State Forest Act and MoEFCC, and all conditions related with the clearance has to be implemented. • In case sub-project has trees, which are known to be nesting/breeding places for migratory birds, contact the wildlife division of Department of Forest for seeking permits and details about non-breeding seasons. In any case, no tree shall be cut in such location and construction works are to 	Throughout project area.	Prior to commencing any construction works.	Part of Project Cost.	Project Implementing Unit (PIU).	Supervision Consultant (SC).

	<p>be strictly scheduled for non-breeding/nesting season and all permit conditions are to be complied.</p> <ul style="list-style-type: none"> • Avoid or minimize tree felling, acquisition of agricultural land, shifting of shrines/temples, disturbance to community ponds, community resources, burial grounds, etc. to the extent possible through evolving alternate location options. 					
Land Acquisition	<p>Land acquisition, compensation packages, resettlement and rehabilitation, poverty alleviation programs for affected people and all other related issues are addressed in Social Impacts and Resettlement & Rehabilitation report if land is acquired for the sub-project.</p>	Throughout project area.	Pre-Construction phase.	Encumbrance-free land to be made available by State Government.	State Government/PIU	SC
B: Construction Phase						
Land Clearing Operation	<ul style="list-style-type: none"> • The sub-project area requiring clearing shall be clearly demarcated on ground. • During land clearing operations, topsoil shall be collected, preserved, and reused as a base for the development of unused/ barren areas near sub-project. • Trees falling within sub-project area and other vegetative cover are to be removed. • Small temples, shrines if any is within the sub-project, the same may be shifted to adjacent areas in consultation with local community leaders. • During clearing operations, any treasure trove, slabs with epigraphical evidence or edicts, sculptural or any 	Throughout project area.	Pre-Construction Phase.	Encumbrance-free land to be made available by State Government. Relocation of utilities are to be undertaken by respective departments and costs are to be reimbursed	State Government/PIU	SC

	<p>material found and appear to have historical importance, it should be brought to the notice of Department of Archaeology, and instructions of this Department must be followed.</p> <ul style="list-style-type: none"> • All public utilities like power transmission cables, telephone cables, water/sewerage lines, drains, tube wells etc. falling within sub-project area shall be inventoried, and arrange for relocation /shifting to adjacent areas in consultation with the respective agencies/authorities. • Establish and maintain interaction with local community to ensure that no social resentment sets in due to operations. 					
Establishment of temporary office and storage area	<ul style="list-style-type: none"> • The temporary office and storage area for construction works shall be located away from human settlement areas (minimum 500 m) and forest areas (minimum 1 km). • The office and storage areas shall preferably be located on barren/waste lands and conversion of agricultural/cultivable lands for office and storage areas shall not be allowed under any circumstances. • All fuel oil/lubricants loading, unloading and storage areas shall be paved (impermeable), and have separate storm water collection system with facility for separation of oil/lubricants prior to discharge. • The temporary office and storage area shall be provided with adequate water supply, sanitation, septic tank/soak pit of adequate capacity so that it functions properly for the entire 	As determined by contractor under approval of PIU and SC	Pre-construction and Construction Phase	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU.	SC

	<p>duration of its use.</p> <ul style="list-style-type: none"> • After completion of construction works, the site shall be restored to its previous state by undertaking clean up operations. 					
Construction Camp Sites.	<ul style="list-style-type: none"> • The construction campsites shall be located away from any local human settlement areas and preferably located on lands, which are barren/waste lands. • The camps shall be located, at a minimum, 5 km from forest areas to deter trespassing of construction labour. • The campsites shall be provided with adequate water supply, sanitation and all requisite infrastructure facilities. This would minimize dependence on outside resources, presently being used by local populace and minimize undesirable social friction thereof. • The camps shall have septic tank/soak pit of adequate capacity so that it can function properly for the entire duration of its use. • Construction camps shall be provided with kerosene/LPG to avoid dependence on firewood for cooking to the extent possible. • After completion of construction works, location of campsites shall be restored to its previous state by undertaking cleanup operations. 	As determined by contractor under approval of PIU and SC	Pre-construction and Construction Phase	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU / PIC	SC
Mobilization of construction materials.	<ul style="list-style-type: none"> • Stone aggregates shall be sourced only from licensed existing quarries. • A list of such existing quarries is available from responsible department/ authority for mining 	As determined by contractor under approval of PIU.	Pre-construction and Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under	SC

	<p>related works in each state. In case new quarries are to be opened, quarry license/permits are to be obtained from this department/authority.</p> <ul style="list-style-type: none"> • In case, only stone crushing plants are to be installed near work sites, required permits are to be obtained and all conditions of permits are to be complied. • Ensure stone quarries and crushing units have pollution control system; occupational safety procedures/practices in place and regular inspection shall be carried to ensure compliance. This shall be a pre-condition for sourcing of materials from quarries/crushing plants. • Earth borrow areas identified during DPR stage shall be revisited to assess its environmental sensitivity and ensure it is not an ecologically sensitive areas. Permits are to be obtained from authorities and all permit conditions are complied. • The borrow areas are to be demarcated with signboards and operational areas are to be access controlled. • Topsoil from borrow areas (first 30cm) are to be preserved and used for redevelopment of borrow areas. • The borrow areas as an option may be converted into ponds wherever possible, which can be used for storage of rainwater. • Conversion of agricultural lands for borrowing earth is to be discouraged to the use possible unless warranted by local conditions. In such cases, written consent shall be obtained from 				<p>approval by PIU / SC</p>	
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	-----------------------------	--

	<p>the landowners.</p> <ul style="list-style-type: none"> • Water for construction works shall NOT be drawn from sources, which serve routine needs of local people. • In case water is sourced from existing private tube wells, well owner shall be informed about the quantity and duration for which water draws will be carried out and possible implications. Written consent for use of groundwater shall be obtained. <p>In case new tube wells are to be constructed, required permits are to be obtained from the State Ground Water Department and permit conditions, if any are to be complied.</p> <ul style="list-style-type: none"> • In any case, care shall be taken not to source all requirements from one single source and no two sources (in case of tube wells) shall be less than 500 m from each other. 					
Transportation of construction materials.	<ul style="list-style-type: none"> • Existing tracks/roads are to be used for hauling of materials to extent possible. • The alignment of haul roads (in case of new ones) shall be finalized to avoid agricultural lands to the extent possible. In unavoidable circumstances, suitable compensation shall be paid to people, whose land will be temporarily acquired for the duration of operations. The compensation shall cover for loss of income for the duration of acquisition and land restoration. • Prior to alignment of new haul roads, topsoil shall be preserved or at least 	As determined by contractor under approval of PIU.	Pre-construction and Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU / SC	SC

	<p>shall be used for any other useful purposes.</p> <ul style="list-style-type: none"> •Dust suppression along transportation links is to be ensured by deploying water tankers with sprinkling system are to be deployed along haul roads. <p>The vehicles deployed for material transportation shall be spillage proof to avoid or minimize the spillage of the material during transportation.</p> <ul style="list-style-type: none"> •Transportation links are to be inspected daily to clear accidental spillage, if any. <p>Precaution shall be taken to avoid inconvenience to the local community due to movement of materials.</p>					
Diversion of traffic.	<ul style="list-style-type: none"> • Frame appropriate traffic diversion schemes wherever required during construction. • The traffic diversion signs should be bold and clearly visible particularly at night. • Diversion schemes are required to ensure smooth traffic flow, minimize accidents to road users during construction works. 	As determined by contractor under approval of PIU.	Pre-construction and Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU / SC	SC
Drainage Structures	<p>In case of road construction will also require construction of several cross drainage structures, across streams/rivers flowing across the road.</p> <ul style="list-style-type: none"> • Refer to hydrological studies to ensure that construction of drainage structures is not likely to alter drainage pattern, and discharge capacities of drainage structures are designed to facilitate smooth passage of water and 	At all locations of CD structures along the rural roads	Construction Phase.	To be included in contractor's cost.	The planning, and construction/upgradation of existing/new cross drainage structures roads are responsibilities of contractor under approval by PIU.	SC

	<p>heading up or flooding is avoided even in flood season.</p> <ul style="list-style-type: none"> • Schedule the construction works to dry season so that impacts on water quality of stream/river is minimise or avoided. • Precaution shall be exercised to prevent oil/lubricant/ hydrocarbon contamination of channel bed during construction works. Spillage, if any, shall be immediately cleared with utmost caution to leave no traces. • Ensure all construction wastes are removed from work site and stream /river beds are to be cleaned up (at least 50 m on both upstream and downstream sides of water courses) after completion of construction but prior to onset of monsoon. 					
Tree Planting	<ul style="list-style-type: none"> • Tree planting operations shall be commenced immediately after the construction work. • The tree plantation shall be undertaken as per permit conditions issued by the Department of Forests, prior to tree felling. • The species shall be suitable for local climate and available. The concerned DFO can be consulted for selection of species and technical guidance, if required. • Proper care shall be taken to increase survival rate of saplings like regular watering, pruning, provision of tree guards, manure for better nourishment, etc. including timely replacement of perished saplings. 	The area allocated for tree plantation and or land provided by forest department.	Construction Phase.	To be included in contractor's cost.	The tree plantation work can be entrusted to forest department under the supervision of PIU.	SC
Equipment/	<ul style="list-style-type: none"> • All diesels run equipment/vehicles/ 	As determined	Construction	To be	All facilities are	SC

<p>vehicles deployed for Construction works.</p>	<p>deployed for construction activities shall be regularly maintained for smooth operation, a measure contributing to air quality and noise.</p> <ul style="list-style-type: none"> • Vehicles/equipment shall be periodically subjected for emission tests and shall have valid POLLUTION UNDER CONTROL certificates. Revalidation of certificates shall be done in every 3 months. • All vehicles deployed for material movement shall be spill proof to the extent possible. In any case, all material movement routes shall be inspected daily twice to clear off any accidental spills. 	<p>by contractor.</p>	<p>Phase.</p>	<p>included in contractor's cost.</p>	<p>to be planned and implemented by contractor under approval by PIU.</p>	
<p>Hot Mix Plants and Laying of bitumen.</p>	<ul style="list-style-type: none"> • Hot mix plants shall be at least 500 m away from human settlements and preferably located on leeward side of most dominant wind direction. • Consent/permits to establish and operate are to be obtained from State Pollution Control Board and all permit conditions are to be implemented/complied. • The hot mix plants shall be set up on barren/waste lands and conversion of agricultural/cultivable lands for this purpose shall not be allowed under any circumstances. • All operational areas like storage, handling, loading, unloading areas shall be paved, and have separate storm water collection system with facility for separation of oil/lubricants prior to discharge. • The storm water from storage area shall not be directly discharged into any, nearby water courses/drains. 	<p>As determined by contractor under approval of PIU.</p>	<p>Construction Phase.</p>	<p>To be included in contractor's cost.</p>	<p>All facilities are to be planned and implemented by contractor under approval by PIU.</p>	<p>SC</p>

	<ul style="list-style-type: none"> • The hot mix plants shall be provided with adequate water supply, sanitation, septic tank/soak pit of adequate capacity so that it functions properly for the entire duration of its use. • After completion of construction works, the site shall be restored to its previous state by undertaking cleanup operations. • Hot mix plants shall have required measures for control of dust, air, and noise pollution as per regulatory limits of State Pollution Control Board measures. 					
Clean up of construction work Sites and Disposal of waste.	<ul style="list-style-type: none"> • All operational areas under road construction works like work sites, office/storage area, and work force camps shall be cleaned up and restored to its previous state soon after operations are complete. • All construction waste shall be disposed in approved areas. Local district authorities shall be consulted to determine disposal site and implement any conditions imposed while issuing permits. 	Throughout project area.	Prior claiming the final payment	To be included in contractor's cost.	Contractor with the approve plan from PIU.	SC
Occupational Safety and Health Hazards at Work and camp sites.	<ul style="list-style-type: none"> • All personnel at work sites shall be provided with protective gears like helmets, boots, etc. so that injuries to personnel are avoided or minimized. • Children (less than 18 years) and pregnant women shall not be allowed to work under any circumstances. • No personnel shall be allowed to work at site for more than 10 hours per day (8-hour makes one work shift). 	As determined by contractor.	Construction Phase.	To be included in contractor's cost.	All facilities are to be planned and implemented by contractor under approval by PIU.	SC

	<ul style="list-style-type: none"> • The operational areas shall be access controlled and entry shall be allowed only under authorization. Workforce, likely to be exposed to noise levels beyond regulatory stipulated limits, shall be provided with protective gears like hear plugs etc. and regularly rotated. • Dust suppression measures like sprinkling of water shall be ensured at all operations areas. • The construction camps shall have health care facilities for adults, pregnant women and children. • All construction personnel shall be subjected to routine vaccinations and other preventive/healthcare measures. • The work and campsites shall have suitable facilities for handling any emergency situation like fire, explosion, etc. • All areas intended for storage of hazardous materials shall be quarantined and provided with adequate facilities to combat emergency situations. All required permits for storage of inflammable/hazardous materials are to be obtained. • The personnel in charge of such areas shall be properly trained, licensed and with sufficient experience. • The construction camps shall have in-house community/common entertainment facilities. Dependence of local entertainment outlets by construction camps should be discouraged/prohibited to the extent possible. 					
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	--	--

Water Pollution from Construction Wastes.	<p>Take all precautionary measures to prevent the wastewater generated during construction from entering into streams, water bodies or the irrigation system. Avoid construction works close to the streams or water bodies during monsoon.</p> <p>All waste arising from the project is to be disposed off in the manner that is acceptable to the State Pollution Control Board or as directed by Environmental Expert of SC.</p> <p>The Environmental Expert of SC will certify that all liquid wastes disposed off from the sites meet the discharge standards.</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC
Water Pollution from Fuel and Lubricants.	<p>Ensure that all construction vehicle parking location, fuel/lubricants storage sites, vehicle, machinery and equipment maintenance and refuelling sites will be located at least 500 m from rivers and irrigation canal/ponds.</p> <p>All location and layout plans of such sites will be submitted by the Contractor prior to their establishment and will be approved by the Environmental Expert of SC.</p> <p>Also ensure that all vehicle/machinery and equipment operation, maintenance and refuelling will be carried out in such a fashion that spillage of fuels and lubricants does not contaminate the ground. Oil interceptors will be provided for vehicle parking, wash down and refuelling areas as per the design provided</p> <p>In all, fuel storage and refuelling</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC

	<p>areas, if located on agricultural land or areas supporting vegetation, the top soil will be stripped, stockpiled and returned after cessation of such storage.</p> <p>Make necessary arrangements for collection, storing and disposal of oily wastes to the pre-identified approved vendors (list to be submitted to SC). All spills and collected petroleum products will be disposed off in accordance with MoEFCC and state SPCB guidelines.</p> <p>Environmental Expert of SC will certify that all arrangements comply with the guidelines of PCB/ CPCB/ MoEF or any other relevant laws.</p>					
Dust Pollution.	<p>Take every precaution to reduce the level of dust from crushers/hot mix plants, construction sites involving earthwork by sprinkling of water, encapsulation of dust source and by erection of screen/barriers.</p> <p>All the plants will be sited at least 1 km in the downwind direction from the nearest human settlement.</p> <p>Provide necessary certificates to confirm that all crushers used in construction conform to relevant dust emission control legislation.</p> <p>The suspended particulate matter value at a distance of 40m from a unit located in a cluster should be less than 500 g/m³. The pollution monitoring is to be conducted as per the monitoring plan.</p> <p>Alternatively, only crushers licensed by the SPCB shall be used. Required certificates and consents shall be submitted by the Contractor in such a</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC

	case.					
Emission from Construction Vehicles, Equipment and Machineries	<p>Ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that pollution emission levels comply with the relevant requirements of SPCB.</p> <p>The Contractor will submit PUC certificates for all vehicles/equipment/machinery used for the project.</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC
Noise Pollution: Noise from Vehicles, Plants and Equipments	<ul style="list-style-type: none"> • All plants and equipment used in construction shall strictly conform to the MoEF/CPCB noise standards. • All vehicles and equipment used in construction will be fitted with exhaust silencers. • Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced. • Limits for construction equipment used in the project such as compactors, rollers, front loaders, concrete mixers, cranes (moveable), vibrators and saws shall not exceed 75 dB (A) (measured at one meter from the edge of equipment in the free field), as specified in the Environment (Protection) rules, 1986. • Maintenance of vehicles, equipment and machinery shall be regular and up to the satisfaction of the Environmental Expert of JP Greens to keep noise levels at the minimum. <p>At the construction sites within 150 m of the nearest habitation, noisy</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC

	<p>construction work such as crushing, concrete mixing, batching will be stopped during the night time between 10.00 pm to 6.00 am.</p> <p>No noisy construction activities will be permitted around educational institutes/health centers (silence zones) up to a distance of 100 m from the sensitive receptors i.e., school, health centers and hospitals between 9.00 am to 6.0 pm.</p>					
Personal Safety Measures for Labour	<ul style="list-style-type: none"> • Protective footwear and protective goggles to all workers employed on mixing asphalt materials, cement batching plant, cement, lime mortars, concrete etc. • Welder's protective eye-shields to workers who are engaged in welding works • Protective goggles and clothing to workers engaged in Factories Act, 1948 stone breaking activities and workers will be seated at sufficiently safe intervals • Earplugs to workers exposed to loud noise, and workers working in crushing, compaction, or concrete mixing operation. • Adequate safety measures for workers during handling of materials at site are taken up. • The contractor will comply with all regulations regarding safe scaffolding, ladders, working platforms, gangway, stairwells, excavations, trenches and safe means of entry and egress. <p>The contractor will comply with all the precautions as required for ensuring the safety of the workmen as per the International Labor Organization (ILO)</p>	Throughout the project area.	Construction phase.	To be included in contractor's cost.	Contractor.	SC

	<p>Convention No. 62 as far as those are applicable to this contract. Make sure that during the construction work all relevant provisions of the Factories Act, 1948 and the Building and other Construction Workers (regulation of Employment and Conditions of Services) Act, 1996 are adhered to. Not employ any person below the age of 14 years for any work and no woman will be employed on the work of painting with products containing lead in any form. Also ensure that no paint containing lead or lead products is used except in the form of paste or readymade paint. Provide facemasks for use to the workers when paint is applied in the form of spray or a surface having lead paint dry is rubbed and scrapped. Mark 'hard hat' and 'no smoking' and other 'high risk' areas and enforce non-compliance of use of PPE with zero tolerance.</p>					
<p>Risk from Electrical Equipment(s)</p>	<p>Take all required precautions to prevent danger from electrical equipment and ensure that -</p> <ul style="list-style-type: none"> • No material will be so stacked or placed as to cause danger or inconvenience to any person or the public. • All necessary fencing and lights will be provided to protect the public in construction zones. <p>All machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good working order, will be</p>	<p>Throughout the project area.</p>	<p>Construction phase.</p>	<p>To be included in contractor's cost.</p>	<p>Contractor.</p>	<p>SC</p>

	regularly inspected and properly maintained as per IS provision and to the satisfaction of the Environmental Expert.					
First Aid	<ul style="list-style-type: none"> • Readily available first aid unit including an adequate supply of sterilized dressing materials and appliances as per the Factories Rules in every work zone • Availability of suitable transport at all times to take injured or sick person(s) to the nearest hospital • Equipment and trained nursing staff at construction camp. 	Workers Camp and construction camps.	Construction phase.	To be included in contractor's cost.	Contractor.	SC
Waste Disposal	Provide garbage bins in the camps and ensure that these are regularly emptied and disposed off / treated in a hygienic manner as per the Comprehensive Solid Waste Management Plan approved by the Environmental Expert. Unless otherwise arranged by local sanitary authority, arrangements for disposal of night soils (human excreta) suitably approved by the local medical health or municipal authorities or as directed by Environmental Expert.	Workers Camp and construction camps.	Construction phase.	To be included in contractor's cost.	Contractor.	SC