

# Ajmer Smart City Ltd., Ajmer

Opposite RRTI, Near High Security Jail, Jaipur Road, Ajmer (Raj.) PIN-305023  
email : asclajmercity@gmail.com Tel : 0145-2970922

No. ASCL /IP-6/9-Escape Channel/2017-18 //2/5

Date: .12.2017 20/12/17

## NOTICE INVITING TENDER

Bid Reference No. 08/IP-6/9-/2017-18 Date 20.12.2017

Ajmer Smart City Limited (ASCL), Ajmer invites online bids for the work of **Covering, Repairs & Development of Anasagar escape channel at Ajmer**, under Smart City Mission, from reputed firms who have relevant experience in civil construction works.

S.No.	Name of Work	Estimated Cost (INR in Lacs)	Earnest Money deposit (INR in Lacs)	Tender Document Fee (INR in Thousands)	Bid Processing Fee (INR in Thousands)	Period of Completion
1	Covering, Repairs & Development of Anasagar escape channel at Ajmer.	1947 (INR One Thousand nine hundred forty seven Lacs only)	38.94 (INR Thirty eight point nine four Lacs only)	10.00 (Rs Ten Thousand only)	1.0 (Rs One Thousand only)	15 months

S.No.	Particulars	Date, Time & Day
i	Bid document downloading start date	From 20.12.2017 at 10:00 Hrs.
ii	Bid document downloading end date	Up to 25.01.2018 at 18:00 Hrs.
iii	On line submission of Technical proposal and financial proposal	From 08.01.2018 at 15:00 Hrs. <b>Up to 25.01.2018 at 18.00 Hrs.</b>
iv	Pre-bid Meeting	04.01.2018 at 11:00 Hrs.
v	Venue of Pre-bid meeting	<b>ASCL Office, Opposite to RRTI Jaipur Road Ajmer (Rajasthan)</b>
vi	Last date and time of physical submission of EMD, Bid Document Fee, Bid Processing Fee and Power of Attorney	29.01.2018 up to 14:00 Hrs.
vii	Opening of bid online (Technical Proposal only)	30.01.2018 at 17:00 Hrs.
viii	Date of opening of Price Bid	Will be informed later

### Terms & conditions:

- This notice and bid documents are available at: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) & <http://sppp.rajasthan.gov.in>
- Bids shall remain valid for 120 days (one hundred and twenty days) from the date of submission of the bid.
- Any bid not accompanied by Bid Document Fee, Bid Processing Fee and Earnest Money as per NIT shall be treated as nonresponsive and shall be rejected.
- The provisions of Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 and (RTPP) Act rules, 2013 shall apply.
- Name & Contact Number for enquiry, if any. Sh. Anil Kumar Jain +91-9414739665 and Sh. Onkar Ram Mundel + 91-9414556369

Chief Engineer  
Ajmer Smart City Limited  
Ajmer



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email : asclajmercity@gmail.com Tel : 0145-2970922

No. ASCL /IP-6/9-Escape Channel/2017-18 /1215-1217 Date: 20.12.2017

प्रतिलिपि :-

1. प्रबन्ध निदेशक, राजस्थान सम्वाद, सूचना एवं जन सम्पर्क विभाग परिसर, शासन सचिवालय, जयपुर को प्रेषित कर निवेदन है कि उपरोक्त निविदा का प्रकाशन राजस्थान लोक उपापन में पारदर्शिता नियम 2013 के अनुसार प्रकाशन कराने का कष्ट करे।
  - (i) एक मुख्य क्षेत्रीय दैनिक समाचार पत्र, पचास हजार प्रतियां या इससे अधिक के परिचालन वाले एक राज्य स्तरीय मुख्य दैनिक समाचार पत्र।
  - (ii) वृहत परिचालन वाला एक अखिल भारतीय स्तर का दैनिक समाचार पत्र में प्रकाशित कराने का श्रम करावे।
2. नोटिस बोर्ड पर चस्पा हेतु।
- 3- UBN No.

  
Chief Engineer  
Ajmer Smart City Limited  
Ajmer  
  
AAO II

# **AJMER SMART CITY LIMITED**

## **AJMER**

BID DOCUMENT FOR

### **Covering, Repairs & Development of Anasagar escape channel at Ajmer.**

**(NIT NO ASCL/IP-6/9-/08 / 2017-18)**

#### **Invitation for Bids (IFB)**

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## AJMER SMART CITY LIMITED ,AJMER

### NATIONAL COMPETITIVE BIDDING

1. Agreement No.:	/2017-18
2. Name of work:	Covering, Repairs & Development of Anasagar escape channel at Ajmer.
3. Officer Inviting Bid:	Chief Executive Officer, Ajmer Smart City Limited, Ajmer.
4. Place of Bid opening:	Office of the Chief Executive Officer, Ajmer Smart City Limited, Opposite, RRTI, Near High Security Jail, Jaipur Road, Ajmer.

#### 5. Important dates & time:

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## INVITING FOR BID(IFB)

NIT No. 08/IP-6/9-/2017-18

Date :20.12.2017

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**Chief Engineer  
Ajmer Smart City Limited  
Ajmer**



**SECTION 1  
INSTRUCTIONS TO BIDDERS (ITB)**

**Table of Clauses**

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<b><u>A. GENERAL</u></b>	
<b>1</b>	<b>Scope of Bid</b>
1.1	The Employer (named in Annexure-1 to ITB) invites bids for the construction of works (as defined in these documents and referred to as the 'work') detailed in the table given in Invitation For Bidders (IFB). The bidders may submit bids for any or all of the works detailed in the table given in IFB.
1.2	The successful bidder shall have to complete the works by the Intended Completion Date specified in the Contract Data.
1.3	Throughout these bidding documents, the terms 'bid' and 'tender' and their Derivatives (bidder/tender, bid/tender, bidding/ tendering, etc.) are synonymous.
<b>2</b>	<b>Source of Funds</b>
2.1	The expenditure on this project will be met from the budget of Smart City Mission.
<b>3</b>	<b>Eligible Bidders</b>
3.1	This Invitation for Bids is open to all bidders having the required qualification.
3.2	All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, or any of its affiliates, shall not be eligible to bid.
<b>4</b>	<b>Qualification of the Bidder</b>
4.1	In order to justify their capability of execution and completion of work as per technical specifications, within stipulated period of completion, a bidder shall provide, as stated in Section 2, Forms of Bid and Qualification Information,
4.2	Nil
4.3	A bidder shall include the following information and documents with the bid in Section 2;
4.3.1	copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
4.3.2	total monetary value of construction work performed for each of the last five years;
4.3.3	experience in works of a similar nature and required size for any of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
4.3.4	major items of construction equipment proposed to carry out the Contract;
4.3.5	qualifications and experience of key site management and technical personnel proposed for the Contract;
4.3.6	reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
4.3.7	evidence of access to line (s) of credit and availability of other financial resources facilities, certified by the Bankers (Not more than 3 months old).
4.3.8	authority to seek references from the Bidder's bankers;
4.3.9	information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
4.3.10	proposals for subcontracting components of the Works amounting to more than 10 per cent of the Bid Price (for each, the qualifications and experience of the identified

	sub-contractor in the relevant field should be annexed); and
4.3.11	NA
4.4	Bids submitted by a Joint Venture (by maximum of two firms as partners) shall comply with the following requirements:
4.4.1	the bid shall include all the information listed in clause 4.3 above;
4.4.2	the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
4.4.3	one of the partners shall be nominated as being in-charge or lead partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
4.4.4	the partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
4.4.5	all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under 4.4.3 above, as well as in the bid and in the Agreement (in case of a successful bid);
4.4.6	the joint venture agreement shall be registered so as to be legally valid and binding on partners; and
4.4.7	a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.
4.5	<b>To qualify for award of the contract</b>
4.5.1	A bidder in its name should have (in the last five years as referred to in Annexure-1):
4.5.1.1	achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) amount indicated in Annexure-1 in any one year;
4.5.1.2	satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered) three works, value of each shall be 40%, or two works value of each shall be 50%, or one work value of which shall be 80% of estimated cost, at least one similar work of value not less than the amount indicated in Annexure-1, (a) as a prime contractor, or (b) as a nominated subcontractor (nominated or selected or approved by a Govt. Organization) where the subcontract involved execution of all main items of work described in the bid document; provided further that all other qualification criteria are satisfied.
4.5.2	A bidder should further demonstrate:
4.5.2.1	availability of either owned or leased following key and critical equipment for this work: Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the <b>Annexure-2</b> . The bidders shall, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.



4.5.2.2	Availability for this work exclusively of a Project Manager with minimum three years' experience in construction of similar civil engineering works, and other key personnel with adequate experience;
4.5.2.3	liquid assets and/or availability of credit facilities of no less than the amount indicated in Annexure-1 <i>(Credit lines/letter of credit certificates from Banks for meeting the funds requirement etc. - usually the equivalent of the estimated cash flow for 3 months in peak construction period. Such letter of credit can be submitted either severally or jointly)</i>
4.5.2.4	--
4.6	The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of clause 4.5, except for clause 4.5.1.2, wherein any one of the partner of Joint Venture may have the required qualification.
	Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, except to the extent stated in Clause 4.5.1 above.
4.7	Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:
	<b>Assessed Available Bid capacity = (A *N*2 - B)</b>
	Where
	A = Maximum value of civil engineering works executed in anyone year during the last five years (updated to the price level of the year indicated in Annexure-1) 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.
	B = Value (updated to the price level of the year indicated in Annexure-1) of existing commitments and on-going works to be completed during the next N years (period of completion of the works for which bids are invited)
	Note: <i>The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</i>
4.8	Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
4.8.1	made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
4.8.2	record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion; litigation history, or financial failures etc.; and/or
4.8.3	participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.
5	<b>One Bid per Bidder</b>
5.1	Each bidder shall submit only one bid for one package either individually or as a partner in a Joint Venture. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested by the Employer) will cause all the proposals with the Bidder's participation to be disqualified.

6	<b>Cost of Bidding</b>
6.1	The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
7	<b>Site Visit</b>
7.1	The Bidder, at his own responsibility, risk, and cost is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site shall be at their own.
<b>B. BIDDING DOCUMENTS</b>	
8	<b>Content of Bidding Documents</b>
8.1	The set of bidding documents comprises the documents listed in table shown below and addenda issued, if any, in accordance with Clause 10:
<b>Section</b>	<b>Particulars</b>
	Invitation for Bids
1	Instructions to Bidders
2	Qualification Information, and other forms
3	Conditions of Contract
4	Contract Data
5	Technical Specifications
6	Form of bid
7	Bill of Quantities
8	Securities and other forms
9	Drawings
10	Documents to be furnished by bidder (Clause 12)
8.2	The bid document is available online on the website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> . The bid document can be downloaded free of cost. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as <b>section 10</b> in two parts (refer Clause 12).
8.3	The bidder is expected to examine carefully all instructions, conditions of contract, Contract Data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.
9	<b>Clarification of Bidding Documents</b>
9.1	The electronic bidding system provides for online clarification. A bidder requiring any clarification of the bidding documents may notify online the Employer in writing at the Employer's address indicated in the invitation to bid. The Employer will respond to a request for clarification which he received <b>till the pre bid meeting</b> . The description of the enquiry, without identifying its source, and Employer's response will be placed on the website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> . Any amendment made by the employer at his own in the bid documents will be placed on the website. Bidders are requested to check the website regularly and inform the employer in case of any discrepancy noticed. Bidders' failure to check the mail and to notice the

	amendments/ modifications/ clarifications issued by the employer shall not be entertained in any way.
9.2	<b>Pre-bid meeting</b>
9.2.1	The bidder or his official representative is invited to attend pre-bid meeting at the address, venue, time and date as indicated in Annexure-1.
9.2.2	The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
9.2.3	The bidder may submit questions in writing to reach the Employer not later than one week before the meeting.
9.2.4	Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be placed on the website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> . Any modification of the bidding documents listed in Clause 8.1 which may become necessary as a result of the pre-bid meeting will be made by the Employer through the issue of an Addendum pursuant to Clause 10 and placed on the website, and not through the minutes of the pre-bid meeting.
9.2.5	Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
10	<b>Amendment of Bidding Documents</b>
10.1	Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have moved this tender to their "My Tenders" area.
10.2	Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document and have moved the tender to their "My Tenders" area. Prospective bidders are therefore advised to visit the official website regularly till the deadline for submission of the bid.
10.3	To give prospective bidders reasonable time to take note of the addendum in preparing their bids, the Employer may, at his discretion, extend the deadline for submission of bids, as per Clause 20.2.
	<b>C. PREPARATION OF BIDS</b>
11	<b>Language of the Bid</b>
11.1	All documents relating to the bid shall be in the English language.
12	<b>Documents Comprising the Bid</b>
12.1	The bid to be submitted by the bidder as Section 10 of the bid document (refer Clause 8.1) shall be in three separate parts:
12.1.1	<b>Part I shall be named 'Bid Security' and shall comprise of:</b>
	a. Bid Security, for the amount & validity as specified in IFB, in the form specified in Section 8
	b. EPF registration certificate.
	c. Latest valid Sales Tax/ GST Clearance Certificate
	d. Original affidavit regarding correctness of the information furnished with bid document.
12.1.2	<b>Part II shall be named 'Technical Bid' and shall comprise :</b>
	a Qualification Information and supporting documents as specified in Section 2
	b Certificates, undertakings, affidavits as specified in Section 2
	c Undertaking that the bid shall remain valid for the period specified in Clause 15.1
12.1.3	<b>Part III shall be named 'Financial Bid' and shall comprise :</b>
	a Priced Bill of Quantities for items specified in Section 7

	b Rate Analysis in support of rate quoted'
12.2	<p>The documents and details mentioned in clause 12.1 above shall be submitted online on website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:</p> <p><b>(a)</b> The following details shall be entered online in prescribed formats:</p> <ul style="list-style-type: none"> <li><b>i)</b> Percentage rate above or below or at par in case of items detailed in schedule G</li> <li><b>ii)</b> The entry of individual rates for all individual items shown in schedule H .</li> </ul> <p><b>(b)</b> Scanned copies of the following documents shall be uploaded on the website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>. at the appropriate place.</p> <ul style="list-style-type: none"> <li><b>i)</b> Demand Draft towards the Cost of Bid Document</li> <li><b>ii)</b> Bid Security in any of the forms specified in ITB (Clause .16)</li> <li><b>iii)</b> Copy of PAN Card issued by Income Tax Authorities</li> <li><b>iv)</b> Contractor Registration certificate and written Power of Attorney in favour of the signatory of the bid to commit the bidder (Clause 4.3.1 of ITB)</li> <li><b>v)</b> Evidence of access to line of credit (Clause 4.3.7 of ITB)</li> <li><b>vi)</b> Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of civil works and total works each financial years. (Clause 4.3 of ITB)</li> <li><b>vii)</b> Affidavit confirming correctness of information, documents and certificates furnished with the bid</li> <li><b>viii)</b> Joint Venture Agreement if bidder is a Joint Venture (Clause 4.4 )</li> <li><b>ix)</b> Bid Form as per format given in Section VI.</li> </ul> <p><b>(c)</b> Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or possessed on hire should be uploaded after converting the same to PDF.</p> <ul style="list-style-type: none"> <li><b>i)</b> Similar nature of works executed (Clause 4.3.3 of ITB and Para 1.2 of Qualification Information Form in Section II)</li> <li><b>ii)</b> Works in hand (Clause 4.3.3 of ITB)</li> <li><b>iii)</b> Machineries owned/brought on hire (Clause 4.3.4 of ITB)</li> <li><b>iv)</b> Key staff (Clause 4.3.5 of ITB)</li> </ul> <p><b>12.3 Submission of Original Documents:</b> The bidders are required to submit (a) original bid security in approved form Tender document fee, Bid processing fee and (b) original affidavit regarding correctness of information furnished with bid document with the office specified in the Bid Data Sheet, in the manner explained below so as to reach the Employer on or before the; deadline stipulated in the <b>Annex. To ITB</b> , either by registered post or by hand, failing which the bids will be declared non-responsive.</p> <ul style="list-style-type: none"> <li>(i) The above documents should be submitted in one envelope. The bidders shall write their names or addresses on this envelope.</li> <li>(ii) The bid shall be uploaded using the DSC of the authorized signatory</li> <li>(ii) The unique bid identification number generated by the system after online bid submission shall be mentioned on the envelope containing the documents as detailed above.</li> </ul>

12.4	Following documents, if not submitted with the bid, shall be deemed to be part of the bid.	
	<b>S. No.</b>	<b>Documents</b>
	1	Invitation for Bids (IFB)
	2	Instructions to Bidders
	3	Conditions of Contract
	4	Contract Data
	5	Specifications
	6	Drawings
13	<b>Bid Prices</b>	
13.1	The contract shall be for the whole work as per Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.	
13.2	The bidders shall make online entries to fill in rates in bill of quantities. Upon numerical entry, the amount in words would automatically appear and upon entry of rates in all the items of work, total bid price would automatically be calculated by the system and would be displayed. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.	
13.3	All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.	
13.4	The rates and prices quoted by the bidder are subject to adjustment for the price during the performance of the Contract as per Clause 47 of the Conditions of Contract.	
14	<b>Currencies of Bid and Payment</b>	
14.1	The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupee. All payments shall be made in Indian National Rupee.	
15	<b>Bid Validity</b>	
15.1	Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1.2 (c) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for additional validity.	
15.2	In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiture of his bid security.	
15.3	-----	
15.4	-----	
16	<b>Bid Security</b>	
16.1	The Bidder shall furnish, as part of his Bid, a Bid security for the amount shown in IFB for this particular work, in favour of <b>Chief Executive Officer, Ajmer Smart City Limited, Ajmer</b> , Payable at Ajmer and may be in one of the following forms:	
	(a) Bank Guarantee from any Nationalised / Scheduled Indian bank, in the format .	
	(b) Fixed Deposit Receipt, issued by any Nationalised / Scheduled Indian Bank.	
	(c) Demand Draft.	
16.2	Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 30 days beyond the validity of the bid.	

16.3	Any bid not accompanied by an acceptable Bid Security and not secured as per Clauses 16.1 and 16.2 shall be rejected by the Employer as non-responsive.
16.4	The Bid Security of unsuccessful bidders will be returned after issue of letter of acceptance to the successful bidder, or at the end of bid validity period as per Clause 15.1, whichever is earlier.
16.5	The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
16.6	The Bid Security may be forfeited
16.6.1	if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
16.6.2	if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or in the case of a successful Bidder, if the Bidder fails within the specified time limit to
	(i) sign the Agreement; or
	(ii) Furnish the required Performance Security.
17	<b>Alternative Proposals by Bidders</b>
17.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives shall not be considered.
18	<b>Tender document fee &amp; Bid Processing fee</b>
18.1	The cost of downloading the document is free. However on online submission of bid, the bidder has to submit a D.D. of Rs. 10000/- payable in favor of <b>Chief Executive Officer, Ajmer Smart City Limited, Ajmer</b> and a fee of Rs. 1000/- in favor of MD, RISL payable at Jaipur.  The D.D. of Rs. 1000/- & Rs. 10000/- is to be submitted in ASCL Office during normal office hours as indicated in NIT/corrigendum. However, the scanned copy of the D.D. of Rs. 1000/- & Rs. 10000/- is to be submitted along with the technical bid submission. If bidder fails to give the same in ASCL within days specified in NIT/corrigendum, then its bid on the portal will not be opened.
18.2	Nil
18.3	Nil
<b>D. SUBMISSION OF BIDS</b>	
19	<b>Sealing and Marking of Bids</b>
19.1 to 19.9	Nil
20	<b>Deadline for Submission of the Bids</b>
20.1	Complete Bids (including Technical and Financial) must be received by the Employer online not later than the date and time indicated in Annexure-1 of Section- I.
20.2	The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
21	<b>Late Bids</b>
21.1	The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
22	<b>Modification and Withdrawal of Bids</b>
22.1	Bidders may modify or withdraw their bids by uploading their request for modification before the deadline prescribed in Clause 20 or pursuant to Clause 23. For this the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and



	consequential re-submission of bids is allowed any number of times.
22.2	The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, <b>however, if the bid is withdrawn, the re-submission of the bid is not allowed.</b>
22.3	No bid may be modified after the deadline for submission of Bids .
22.4	Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 is not allowed in the e-procurement system. If a bidder does the same through any other medium, then it may result in the forfeiture of the bid security pursuant to Clause 16.
<b>E. BID OPENING AND EVALUATION</b>	
23	<b>Bid Opening</b>
23.1	The Employer will open the Bids online at the time and date specified in the Annexure-1 of Section- I and this could be viewed by bidders online. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time on the next working day.
23.2	Prior to the technical Bid opening, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 12.1.1 (part-I). Subsequently, the envelope containing 'Bid Security' shall be opened. The contents of the envelope shall be verified with respect to clause 12.1.1. In the event of non-confirmation of the information specified in clause 12.1.1, the bid shall be considered as non-responsive and the Technical Bid of such bidder shall not be opened.
23.3	The names of the bidders responsive as above, will be announced. The Technical bids of only these responsive bidders will be opened. All the document submitted by the bidders, along with Technical Bid, shall be downloaded and Employer would record all such details, to be taken into account In Technical Bid Evaluation. After technical evaluation, a summery sheet will be prepared and names of bidders found technically qualified in accordance with Clause 26.3, will be announced. The scanned copy of Summery of Technical Evaluation, duly signed by competent authority, shall be uploaded on website and date of opening of 'Financial Bid' be announced online for online viewing by the bidders.
23.4	At the time of opening of 'Financial Bid', the names of the bidders found technically qualified in accordance with Clause 26.3 will be announced. The bids of only these bidders will be opened. The order of opening of the 'Financial Bid' at a place shall be that in which they appear in the 'Invitation For Bid'. During the process of opening financial bid, if 'Bid Capacity' of any bidder exhausted or remains less than required for next bid to be opened, then the bidder will be treated disqualified technically for that work and his financial bid will not be opened. Such bids will be remained unopened.
23.6	The responsive Bidders' names, Bid prices, total amount of each bid, any discounts, Bid withdrawals and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation. The Employer shall prepare Statement of the Bid opening, and shall immediately uploaded it on website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> . for online viewing by bidders.
24	<b>Process to be Confidential</b>
24.1	Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort

	by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
25	<b>Clarification of Financial Bids</b>
25.1	To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
25.2	Subject to clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
25.3	Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
26	<b>Examination of Bids</b>
26.1	<b>For Determination of Responsiveness :</b> The bid shall be considered responsive if:
26.1.1	The contents of the Part-I confirms to clause 12.1.1.
26.1.2	The Bid Security is confirmed by the respective Bank.
26.1.3	Original affidavit regarding correctness of the information furnished with bid document confirms to clause 12.1.1.
26.2	<b>For Determination of Technical Qualification:</b>
26.2.1	During the detailed evaluation of 'Technical Bids', the Employer will determine whether each Bid meets the eligibility criteria defined in Clause 3 and 4. However, following additional steps may be taken by the evaluation committee;
	a. After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
	b. The bidder will respond in not more than 7 days of issue of the clarification letter.
26.2.2	Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
26.2	A substantially responsive 'Financial Bid' is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
26.3	If a 'Financial Bid' is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
27	<b>Correction of Errors</b>
27.1	As explained in ITB 13.2, the system of electronic bidding will ensure that the bids will not have any discrepancy between the amounts in figures and words or the discrepancy between the unit rate and the line item total. Hence bids will not require any correction of errors.

27.2	Nil																				
28	Nil																				
29	<b>Evaluation and Comparison of Financial Bids</b>																				
29.1	The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.																				
29.2	In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:																				
	a making any correction for errors pursuant to Clause 27; or																				
	b making an appropriate adjustments for any other acceptable variations, deviations; and																				
	c making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 23.6.																				
29.3	The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.																				
29.4	<p><b>Unbalanced Bid:</b> If the Bid amount of the successful Bidder is lower than the 95% of the Engineer's Cost (EC) of the work to be performed under the contract, then the bid shall be treated as 'unbalanced bid', and the bid amount minus 95% of the Engineer's Cost shall be considered as unbalanced amount. In case of unbalanced bid, an 'additional performance security' equal to the unbalanced amount shall be submitted by such successful bidder.</p> <p>Example: <span style="float: right;">Rs. crore</span></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="color: red;">Project cost</th> <th style="color: red;">Engineer's estimate</th> <th style="color: red;">Bid amount</th> <th style="color: red;">Unbalanced amount or Additional Performance Security</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">100</td> <td style="text-align: center;">100</td> <td style="text-align: center;">85</td> <td style="text-align: center;">(95% of 100)-85= 10</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">100</td> <td style="text-align: center;">90</td> <td style="text-align: center;">85</td> <td style="text-align: center;">(95% of 90)-85= 0.5</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">100</td> <td style="text-align: center;">90</td> <td style="text-align: center;">80</td> <td style="text-align: center;">(95% of 90)-80= 5.5</td> </tr> </tbody> </table>		Project cost	Engineer's estimate	Bid amount	Unbalanced amount or Additional Performance Security	1	100	100	85	(95% of 100)-85= 10	2	100	90	85	(95% of 90)-85= 0.5	3	100	90	80	(95% of 90)-80= 5.5
	Project cost	Engineer's estimate	Bid amount	Unbalanced amount or Additional Performance Security																	
1	100	100	85	(95% of 100)-85= 10																	
2	100	90	85	(95% of 90)-85= 0.5																	
3	100	90	80	(95% of 90)-80= 5.5																	
	To facilitate the bidder, Engineer shall declare and place on website EC, 72 Hrs before the time of submission of bid, failing which the amount mentioned in IFB shall be considered as EC under the Contract.																				
29.5	Bidder will have to produce detailed rate analyses with justification in support of rate quoted by them																				
30	Deleted																				
<b>F. AWARD OF CONTRACT</b>																					
31	<b>Award Criteria</b>																				
31.1	Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined																				
	i to be substantially qualified in accordance with the requirement of the Bidding documents and who has offered the lowest evaluated Bid Price; and																				
	ii to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.																				
	In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. Thereafter, the next lowest bidder shall be examined on similar conditions for award of contract.																				
32	<b>Employer's Right to Accept any Bid and to Reject any or all Bids</b>																				
32.1	Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.																				
33	<b>Notification of Award and Signing of Agreement</b>																				
33.1	The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period in writing (hereinafter and																				

	in the <i>Conditions of Contract</i> called the 'Letter of Acceptance') stating the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the 'Contract Price').
33.2	The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security as per Clause 34.
33.3	The Agreement will incorporate all agreements between the Employer and the successful Bidder. The original agreement along with one copy duly wetted by the Employer shall be signed and submitted by the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the Employer will sign the Agreement and deliver a copy to the Bidder.
33.4	Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.
34	<b>Performance Security</b>
34.1	Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer, in any one of the forms given below a Performance Security for an amount equivalent to 10 % of the Contract price, and 'additional performance security' for unbalanced Bid as per Clause 29.4 of ITB and Clause 52 of Conditions of Contract:
	a. Bank Guarantee in the form given in Section 8; or
	b. Bank Draft as indicated in Annexure-1.
34.2	If any of the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized Scheduled Indian bank.
	The performance security and additional performance security of a Joint Venture shall be in the name of either partner severally or jointly in the name of the Joint Venture.
34.3	Failure of the successful Bidder to comply with the requirements of Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
35	Nil
36	Nil
37	<b>Corrupt or Fraudulent Practices</b>
37.1	The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in execution of the contract in question, and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with ASCL.
37.2	Furthermore, Bidders shall be aware of the provision of Clause 23.2 and Clause 59.2 of the Conditions of Contract.

**Clause Reference w.r.t. Section-I**

S. No.	Clause		
1	1.1	Name of the Employer	Chief Executive Officer, Ajmer Smart City Limited, (ASCL) Opposite RRTI Office, Near High Security Jail, Jaipur Road, Ajmer. City: Ajmer PIN Code: 305023 Country: India Telephone: +91-145-2970922  Electronic mail address: asclajmercify@gmail.com
2	4.5.1	The last five financial years to be considered	2016 -2017,2015 -2016,2014-2015,2013-2014 and 2012 -2013.
3	4.5.1.1	The Annual Financial turnover amount	Rs. 15.58 Crore.(80% of cost) (in words) Rs Fifteen point five eight Crore.
4	4.5.1.2	Value of Work	<ul style="list-style-type: none"> <li>• One work of Rs. 15.58 Crore (80% of bid amount) (Rs. Fifteen point five eight crore). <b>OR</b></li> <li>• Two works of Rs 9.74 Crore (50% of Bid amount) (Rs.Nine point seven four crore) <b>OR</b></li> <li>• Three works of Rs.7.79 Crore (40% of Bid Amount) (Rs. Seven point seven nine crore)</li> </ul>
5	4.5.2.3	Liquid assets and/or availability of credit facilities (20% of bid amount)	Rs 3.89 Crore (in words Rs Three point eight nine crore).
6	4.7	Price level of the financial year	2016-17
7	9.2.1	Pre-bid meeting will take place at :	Ajmer Smart City Limited, (ASCL) Opposite RRTI Office, Near High Security Jail, Jaipur Road, Ajmer. 04.01.2018 at 11 Hours,
8		Identification of bid	Bid for Covering, Repairs & Development of Anasagar escape channel at Ajmer. - Bid Reference No. ASCL/IP-6/9-/8 / 2017-18 - Do not open before 30.01.2018 at 17:00 Hours.
9	23.1	Bid to be submitted by	Date: 25.01.2018 Time: 18.00 Hours.
10	23.1	Bid will be opened (Technical Proposal only)	Ajmer Smart City Limited, (ASCL) Opposite RRTI Office, Near High Security Jail, Jaipur Road, Ajmer. on 30.01.2018 at 17.00 Hours.
11	34.1	The Bank Draft / BG in favour and payable at Ajmer.	Chief Executive Officer, Ajmer Smart City Limited, Payable at Ajmer.

12		Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)	<b>Financial Year before</b>
			Current Year 1.00
			One 1.10
			Two 1.21
			Three 1.33
			Four 1.46



**Key Plant & Equipment to be deployed on Contract Work**

[Reference Cl. 4.5 .2.1]

<b>S. No.</b>	<b>Item</b>	<b>Minimum Nos.*</b>	<b>Source (Owned/Leased)</b>
		Escape Channel work	
1	Motor Grader	----	----
2	Batch Mix Plant (Bitumen) / or Drum mix plant (80-100 TPH) capacity	----	----
3	Paver finisher with Electronic Sensor	----	----
4	JCB	2	Owned/Leased
5	Batch Mix Plant(Concrete)	1	Owned/Leased
6	Material lifting Elevator	----	----
7	Plate/Needle vibrators	4	Owned/Leased
8	Steel Plate shuttering	As required	Owned/Leased
9	Steel jacks & tie bars	As required	Owned/Leased
10	Adjustable rafters	As required	Owned/Leased
11	Pipe Scaffolding	As required	Owned/Leased
12	Mortar mixing machine (with Hopper)	3	Owned/Leased
13	Vibratory road roller	-----	Owned/Leased
14	Pneumatic road roller	-----	Owned/Leased
15	Dumpers	4	Owned/Leased
16	WMM Plant	-----	Owned/Leased
17	Transit Mixer	2	Owned/Leased
18	Dewatering pump set 5 HP to 10 HP	3	Owned/Leased
19	Concrete pump with all accessories	1	Owned/Leased

\* The requirement should be defined as per project specific requirements.

<b>SECTION 2</b>	
<b><u>QUALIFICATION INFORMATION</u></b>	
	The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as per Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.
<b>1</b>	<b>For Individual Bidder</b>
1.1	Constitution or legal status [Attach copy] Place of registration: _____ Principal place of business: _____ Power of attorney of signatory of Bid <b>[Attach]</b>
1.2	Total value of work performed in the last 5(five) years * (Rs. in Crores)
	2016 -2017-----
	2015 -2016-----
	2014-2015-----
	2013 -2014-----
	2012 -2013-----
1.3	Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last 5(five) years. **

Project Name	Name of the Employer	Description of work	Contract No.	Value of contract (Rs Lacs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed

	* Attach certificate(s) from the Chartered Accountant
	** Immediately preceding the financial year in which bids are received.
1.4	Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.
(A)	Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Lacs)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Lacs)	Anticipated date of completion
1	2	3	4	5	6	7	8

							..
	* Attach certificate(s) from the Engineer (s) -in-Charge						
	** immediately preceding the financial year in which bids are received.						

(B) Works for which bids already submitted.

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Lacs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	6	6	7

1.5	Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5.2.1]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 .4 of the Instructions to Bidders.
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Item of Equipment	Requirement		Availability proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/ Leased to be procured	Nos./ Capacity	Age/ Condition	

1.6	Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5.2.2]. Attach CV. Refer also to Sub Clause 4.3 .5 of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.
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S No	Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position
1	Project Manage (1)				
2	Civil Engineer (3) Minimum				
3	Site Supervisors (6) Minimum				
4	Quality Engineer (1) Minimum				

1.7	Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3 .10]
-----	---

Sanctions of the works	Value of Sub-contract	Sub-contractor	Experience in similar work
		(Name & Address)	

1.8	Financial reports for the last 5 (five) years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.
1.9	Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents
1.10	Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
1.11	Information on litigation history in which the Bidder is involved.

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing present Status

1.12	Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.(Name of Consultant engaged for project preparation is** _____ _____ _____ (** Fill the Name of Consultant)
1.13	Nil
1.14	Nil
1.15	Nil
<b>2</b>	<b>Joint Ventures</b>
2.1	The information listed in 1.1-1.12 above shall be provided for each partner of the joint venture.
2.2	Nil
2.3	Attach the power of attorney of the signatory [ies] of the bid authorizing signature of the bid on behalf of the joint venture.
2.4	Attach the agreement among partners of the joint venture [and which is legally binding on partners], which shows the requirements as indicated in clause 4.4 of the Instructions to Bidders'. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement
<b>3</b>	<b>Additional Requirements</b>
3.1	Bidders should provide any additional information required to fulfill the requirements of Clause 4 of Instructions to Bidders, if applicable.
i	Affidavit

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES

(CLAUSE 4.5 .2.3 OF ITB)

BANK CRETIFICATE

This is to certify that M/s.\_\_\_\_\_ is a  
reputed Company with a good financial standing.

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

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

## AFFIDAVIT

- 1 I the undersigned do hereby certify that all the statements made in the required attachments are true and correct.
  
- 2 The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ have abandoned any work in ASCL or any Govt. agency nor any contract awarded to us for such work have been rescinded, during last years prior to the date of this bid.
  
- 3 The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the ASCL to verify this statement or regarding my (our) competence and general reputation.
  
- 4 The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
  
- 5 Bid shall remain valid up to .....days as per clause 15.1.

(Signed by an Authorised Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE



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	<b>CONDITIONS OF CONTRACT</b>
	<b>A. GENERAL</b>
1	<b>Definitions</b>
1.1	Terms which are defined in the Contract Data but are not defined in the Conditions of Contract keep their defined meanings. Capital initials are used to identify defined terms.

<b>SN</b>	<b>Term</b>	
1	<b>Bill of Quantities</b>	Bill of Quantities as specified in schedule G and H of the bid document duly priced and approved by the employer.
2	<b>Compensation Event</b>	As defined in Clause 44.
3	<b>Completion Date</b>	Date of completion of the Works as certified by the Engineer as per Clause 55.1
4	<b>Contract</b>	The contract between the Employer and the Contractor to execute, complete and maintain the subjected Works. It consists of the documents listed in Clause 2.3.
5	<b>Contract Data</b>	The documents and other information which comprise the Contract.
6	<b>Contractor</b>	A person or corporate body whose Bid to carry out the Works has been accepted by the Employer
7	<b>Contractor's Bid</b>	The completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.
8	<b>Contract Price</b>	The price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
9	<b>Days</b>	Calendar days; months are calendar months.
10	<b>Defect</b>	Any part of the Works not completed in accordance with the Contract
11	<b>Defects Liability Period</b>	The period specified in the Contract Data and calculated from the Completion Date.
12	<b>Employer</b>	The Chief Executive Officer, ASCL, Ajmer who will employ the Contractor to carry out the Works.
14	<b>Engineer</b>	The person named in the Contract Data (or any other competent person appointed by employer and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.
15	<b>Equipment</b>	The Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
16	<b>Initial Contract Price</b>	The Contract Price listed in the Employer's Letter of Acceptance.
17	<b>Intended Completion Date</b>	The date on which it is intended that the Contractor shall complete the Works as specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.
18	<b>Materials</b>	All supplies, including consumables, used by the contractor for incorporation in the Works.

19	<b>Plant</b>	Any integral part of the Works which is to have a mechanical, electrical, electronic, chemical, or biological function
20	<b>Site</b>	The area defined as such in the Contract Data
21	<b>Site Investigation Reports</b>	Those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.
22	<b>Specification</b>	The Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
23	<b>Start Date</b>	The date when the Contractor shall commence execution of the works as per Contract Data. It does not necessarily coincide with any of the Site Possession Dates.
24	<b>Subcontractor</b>	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.
25	<b>Temporary Works</b>	Works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
26	<b>Variation</b>	An instruction given by the Engineer, which varies the Works.
27	<b>Works</b>	What the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Contract Data.

2	<b>Interpretation</b>
2.1	In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
2.2	If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
2.3	The documents forming the Contract shall be interpreted in the following order of priority:
	a. Agreement
	b. Letter of Acceptance/notice to proceed with the works
	c. Contractor's Bid
	d. Contract Data
	e. Conditions of Contract including Special Conditions of Contract
	f. Specifications
	g. Drawings
	h. Bill of Quantities and
	i. any other document listed in the Contract Data as forming part of the Contract
3	<b>Language and Law</b>
3.1	The language of the Contract and the law governing the Contract are stated in the Contract Data.
4	<b>Engineer's Decisions</b>
4.1	Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5	<b>Delegation</b>
5.1	The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.
6	<b>Communications</b>
6.1	Communications between parties which are referred to in the conditions are effective only when in writing.

7	<b>Sub-contracting</b>
7.1	The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations. Sub contractors shall have to be got approved from employer after submitting credentials.
8	<b>Other Contractors</b>
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. The Contractor shall as referred to in the Contract Data, 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	<b>Personnel</b>
9.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
9.2	If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his 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	<b>Employer's and Contractor's Risks</b>
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	<b>Employer's Risks</b>
11.1	The Employer is responsible for the excepted risks which are in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restrict to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.
12	<b>Contractor's Risks</b>
12.1	All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
13	<b>Insurance</b>
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 Contract Data for the following events which are due to the Contractor's risks:
	a. loss of or damage to the Works, Plant and Materials;
	b. loss of or damage to Equipment;
	c. loss of or damage of 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 Employer.
13.5	Both parties shall comply with any conditions of the insurance policies.
14	<b>Site Investigation Reports</b>
14.1	The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder. However, bidders are advised to verify the details at their own level. The Employer will have no responsibility in case any discrepancy is observed.
15	<b>Queries about the Contract Data</b>
15.1	The Engineer will clarify queries on the Contract Data.
16	<b>Contractor to Construct the Works</b>
16.1	The Contractor shall construct and install the Works in accordance with the Specification and Drawings
17	<b>The Works to be Completed by the Intended Completion Date</b>
17.1	The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.
18	<b>Approval by the Engineer</b>
18.1	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.
18.2	The Contractor shall be responsible for design of Temporary Works.
18.3	The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
18.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.
18.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.
19	<b>Safety</b>
19.1	The Contractor shall be responsible for the safety of all activities on the Site.
20	<b>Discoveries</b>
20.1	Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.
21	<b>Possession of the Site</b>
21.1	The Employer shall give Site possession to the Contractor as per the Contract Data. If possession of the Site is not given as per the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.
22	<b>Access to the Site</b>
22.1	The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
23	<b>Instructions</b>
23.1	The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.
23.2	The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.
24	<b>Dispute Redressal System</b>
24.1	i. If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of works or maintenance of the works there under, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in

	<p>the Contract Data, above the rank of the Engineer.</p> <p>ii. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor.</p> <p>iii. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.</p>	
24.2	<p>Either party will have the right of appeal, against the decision of the competent authority, to the <b>Standing Empowered Committee</b> if the amount appealed against exceeds rupee ten lacs.</p>	
24.3	<p>The composition of the Standing Empowered Committee will be as follows:</p>	
	1	<p><b>One official member, from the Directors on the Board of Employer, preferably Chief Executive Officer, ASCL</b></p> <p><b>Chairman</b></p>
	2	<p><b>CE of ASCL, as declared by Chairman, ASCL</b></p> <p><b>Member</b></p>
	3	<p><b>One non-official member who is technical expert of at least Additional Chief Engineer's level, selected by the Contractor from a panel of three experts given to him by the Employer.</b></p> <p><b>Member</b></p>
24.4	<p>The Contractor and the Employer or his designated representative will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer or his designated representative for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, and after this period, the parties will be free to approach the appropriate court of law for the resolution of the dispute.</p>	
24.5	<p>The decision of the Standing Empowered Committee will be binding on both the Employer and the Contractor for payment of claims up to 5 % (five percent) of the Initial Contract Price. The Contractor can accept and receive payment after signing as 'in full and final settlement of all claims'. If the Contractor or the Employer or both do not accept the decision, they are not barred from approaching the courts.</p>	
25	<p><b>Arbitration</b></p>	
25.1	<p>In view of the provision of the clause 24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.</p>	
	<p style="text-align: center;"><b>B. TIME CONTROL</b></p>	
26	<p>Nil</p>	
27	<p><b>Programme</b></p>	
27.1	<p>Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.</p>	
27.2	<p>An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.</p>	
27.3	<p>The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted</p>	
27.4	<p>The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events. The approval of revised Programme does not entitle the contractor to any extension in execution period. Any extension case will be decided independently on its merit.</p>	

28	<b>Extension of the Intended Completion Date</b>
28.1	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 and which would cause the Contractor to incur additional cost.
28.2	The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 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.
28.3	The Engineer shall within 14 days of receiving full justification from the contractor in writing for extension of Intended Completion Date refer his recommendations to the Employer. The Employer shall within 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's recommendations. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Standing Empowered Committee for settlement of disputes under Clause 24.
29	Nil
30	<b>Delays Ordered by the Engineer</b>
30.1	The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.
31	<b>Management Meetings</b>
31.1	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.
31.2	The Engineer shall record the business of management meetings and provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to 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.
32	<b>Early Warning</b>
32.1	The Contractor is to 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 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 is to be provided by the Contractor as soon as reasonably possible.
32.2	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.
	<b>C. QUALITY CONTROL</b>
33	<b>Identifying Defects</b>
33.1	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.
34	<b>Tests</b>
34.1	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.
35	<b>Correction of Defects</b>
35.1	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 Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
35.2	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.
35.3	The contractor will have to maintain the Works for a period specified in the Contract Data. For this maintenance period he will be paid as per the conditions specified in Clause 3 of Special Condition of Contract.
36	<b>Uncorrected Defects</b>
36.1	If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay the actual cost plus 20%. If the contractor does not pay this amount, Engineer shall have the right to recover through any options available to him.
	<b>D. COST CONTROL</b>
37	<b>Bill of Quantities</b>
37.1	The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
38	The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified, as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.
38.1	If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional altered or substituted work at the same rates as per specified in the contract for the work.
38.2	If the rates for the altered, additional or substituted work not specifically provided in the contract for the work, then such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
38.3	If the rates for the altered, additional or substituted work can not determined in the manner specified in the clause 38.1 or 38.2, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule or Rates of the District/area specified above minus/ plus the percentage which the total tendered amount bears to the estimated cost of the entire work put on tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer on the basis of the prevailing market rates when the work was done.
38.4	If the rates for the altered, additional or substituted work item can not be determined in the manner specified in clauses 38.1 or 38.3, then the contractor shall within 7 days of the date of receipt or order to carry out the work, inform the Engineer of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates on the basis of prevailing market rates and got approval from employer and mean while the contractor is paid at provisional rate decided by Engineer. However, the Engineer by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea non-settlement of rates on items falling under the clause.

38.5	Except in case of items relating to foundations, clauses 38.1 to 38.4 shall not apply to contract or substituted items if individually exceed the percentages set out in the tender documents under clause 38.7.1.
38.6	For the purpose of operation of clause 38.5 the following works shall be treated as work relating to foundations:-
38.6.1	For buildings, compound wall, plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
38.6.2	For abutments, piers, retaining wall of culverts and bridges, wall of water reservoir and the bed of floor level.
38.6.3	For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
38.6.4	For roads, all items or excavation and filling including treatment of sub base and soling work.
38.6.5	For water supply lines, sewer lines under ground storms water drains and similar work. all items of work below ground level except items of pipe work for proper masonry work.
38.6.6	For open storm water drains, all items of work except lining of drains.
38.6.7	Any other items of similar nature which Engineer may decide relating to foundation
38.7	The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit, shall be determined as per Clause 38.7.1.
38.7.1	The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 50% of the total contract value, unless otherwise mutually agreed by the Engineer and the contractor. This limit shall not be applicable on items relating to foundation work which shall be executed as per original rates or provision of clause 38.1 to 38.4.
38.7.2	In case of contract substituted items or additions items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 38 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived as per clause 38.2 and the Engineer, may revised their rates having regard to the prevailing market rates and got approved from employer the contractor shall be paid at provisional rate decided by Engineer to final approval of rates by employer. The Engineer shall however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But under no circumstance, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under this Clause.
38.7.3	All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of he deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived as per clause 38.2 and the Engineer may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Employer and the Contractor.
39	<b>Variations</b>
39.1	All Variation shall be included in updated Programme produced by the Contractor.
40	<b>Mobilization Advance ( Not Applicable)</b>
41	<b>Cash Flow Forecasts</b>
41.1	When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.
42	<b>Payment Certificates</b>
42.1	The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed minus the cumulative amount certified previously.
42.2	The Engineer shall check the Contractor's monthly statement preferably within 14 days and certify the amount to be paid to the Contractor.
42.3	The value of work executed shall be determined by the Engineer.

42.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
42.5	The value of work executed shall include the valuation of Variations and Compensation Events.
43	<b>Payments</b>
43.1	Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall preferably pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.
43.2	Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed to be covered by other rates and prices in the Contract.
44	<b>Compensation Events</b>
44.1	The following are Compensation Events unless they are caused by the Contractor:
	a The Employer does not give access to 90 percent of the Site by the Site Possession Date stated in the Contract Data.
	b The Employer modifies the schedule of other contractors in a way which 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 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 Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of 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
	f The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
	g 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.
	h The effect on the Contractor of any of the Employer's Risks.
	i The Engineer unreasonably delays issuing a Certificate of Completion.
	j Removal of underground utilities detected subsequently
	k Presence of historical, archeological or religious structures, monuments interfering with the works
	l Restriction of access to ground imposed by civil, judicial, or military authority
	Other Compensation Events listed in the Contract Data or mentioned in the Contract
44.2	In case of a Compensation Event, the Engineer shall decide whether and by how much the Intended Completion Date shall be extended.
44.3	Deleted
44.4	The Contractor shall not be entitled to time extension to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.
45	<b>Tax</b>
45.1	The rates quoted by the Contractor shall be deemed to be inclusive of the GST, income tax, labour cess, EPG, ESI or any other tax/duty/cess as applicable by law at the time of payment, shall be borne by the contractor for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
46	<b>Currencies</b>
46.1	All payments shall be made in Indian National Rupees.
47	<b>Price Adjustment :</b>
47.1.	Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and

	<p>procedures and as per formula given in the contract data:</p> <p><b>(a)</b> The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date and <b>shall not apply to the work carried out beyond the stipulated time, whatever the reason of delay.</b></p> <p>(b) The price adjustment shall be determined during each month from the formula given in the contract data.</p> <p>(c) Following expressions and meanings are assigned to the work done during each month:</p>
	<p>R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any, during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.</p>
47.2	To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
48	<b>Retention</b>
48.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
48.2	On Completion of the whole of the Works half the total amount retained is 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.
48.3	On completion of the whole works, the contractor may substitute retention money with an 'on demand' Bank guarantee.
49	<b>Liquidated Damages</b>
49.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
49.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any over-payment of liquidated damages by the Contractor by adjusting the next payment certificate.
49.3	If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default, and not as penalty, for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the Contract Data.
	The employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.
49.4	If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in

	the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.
50	Nil
51	Nil
52	<b>Securities</b>
52.1	The Performance Security (including additional performance security for unbalanced bid) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and from a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 60 days from the date of expiry of Maintenance Period and the additional performance security for unbalanced bids shall be valid until a date 60 days from the date of issue of the certificate of completion.
	<b>Performance security may be forfeited in following cases:</b> a) When any term and condition of the contract is breached. b) When the Tenderer fails to make complete supply satisfactorily. c) Notice of reasonable time will be given in case of forfeiture of Performance security. The decision of the employer in this regard shall be final.
53	Nil
54	<b>Cost of Repairs</b>
54.1	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.
<b>E. FINISHING THE CONTRACT</b>	
55	<b>Completion</b>
55.1	The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.
56	<b>Taking Over</b>
56.1	The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.
57	<b>Final Account</b>
57.1	The Contractor shall supply to the Engineer 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 Defect Liability Certificate and certify any final payment that is due to the Contractor preferably within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue preferably 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, preferably within 56 days of receiving the Contractor's revised account.
58	<b>Operating and Maintenance Manuals</b>
58.1	If 'as built' Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
58.2	If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.
59	<b>Termination</b>
59.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
59.2	Fundamental breaches of Contract include, but shall not be limited to the following:
	a the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

	b the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation
	c the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
	d the Contractor does not maintain a security which is required;
	e the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract Data; and
	f if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
	g 'The contractor (in case of joint venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without prior approval of the Employer'.
	For the purpose of this clause, 'corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.'
59.3	When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
59.4	Notwithstanding the above, the Employer may terminate the Contract for convenience.
59.5	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.
60	<b>Payment upon Termination</b>
60.1	If the Contract is terminated because of a fundamental breach of Contract by the Contractor, i. the Engineer shall issue a certificate for a. the value of the work done, b. less advance payments received up to the date of the issue of the certificate, c. less other recoveries due in terms of the contract, d. less taxes due to be deducted at source as per applicable laws. ii. If the total amount due to the Contractor is lower than the payment due to the Employer, the difference shall be a debt payable by the contractor to the Employer. If the total amount due to the Contractor is higher than the payment due to the Employer, the difference shall be payable by the Employer to the contractor. iii. The performance security and the additional performance security, if any, shall be forfeited in full. iv. Liquidated Damages shall not apply. v. The up-to-date deducted retention money, considering as part of the performance security, shall be forfeited.
60.2	If the Contract is terminated at 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, the cost of balance material brought by the contractor and available at site, 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 other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
61	<b>Property</b>
61.1	All materials on the-Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62	<b>Release from Performance</b>
62.1	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 commitment was made.

<b>F. SPECIAL CONDITIONS OF CONTRACT</b>	
<b>1</b>	<b><u>LABOUR:</u></b>
1.1	The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
1.2	The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.
<b>2</b>	<b><u>COMPLIANCE WITH LABOUR REGULATIONS:</u></b>
2.1	During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications bye laws/ Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
2.2	The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.
2.3	<b><u>SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.</u></b>
2.3.1	<u>Workmen Compensation Act 1923</u> :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
2.3.2	<u>Payment of Gratuity Act 1972</u> :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
2.3.3	<u>Employees P.F. and Miscellaneous Provision Act 1952</u> : The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
	a Pension or family pension on retirement or death, as the case may be.
	b Deposit linked insurance on the death in harness of the worker.
	c Payment of P.P. accumulation on retirement/death etc
2.3.4	<u>Maternity Benefit Act 1951</u> :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
2.3.5	<u>Contract Labour (Regulation &amp; Abolition) Act 1970</u> :- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
2.3.6	<u>Minimum Wages Act 1948</u> :- The Employer is supposed to pay not less than the



	Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
2.3.7	<u>Payment of Wages Act 1936</u> :- It lays down as to by what date the wages are to be paid, when 'it will be paid and what deductions can be made from the wages of the workers.
2.3.8	<u>Equal Remuneration Act 1979</u> :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
2.3.9	<u>Payment of Bonus Act 1965</u> :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/ -per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
2.3.10	<u>Industrial Disputes Act 1947</u> :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
2.3.11	<u>Industrial Employment (Standing Orders) Act 1946</u> :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
2.3.12	<u>Trade Unions Act 1926</u> :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
2.3.13	<u>Child Labour (Prohibition &amp; Regulation) Act 1986</u> :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
2.3.14	<u>Inter-State Migrant workmen's (Regulation of Employment &amp; Conditions of Service) Act 1979</u> :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment at the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
2.3.15	<u>The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996</u> :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
2.3.16	<u>Factories Act 1948</u> :- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power

	<p>engaged in manufacturing process.</p> <p>Note: In addition to above, The provisions of Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 and (RTPP) Act rules, 2013 shall also apply.</p>
3	<b>The Defect Liability Period and Payment during Maintenance Period (In addition to clause 35)</b>
3.1.1	The Defect Liability Period (DLP) for all works shall as specified in the Contract Data after issuance of completion certificate. All defects of works executed by the Contracting agency shall be attended by them at their own cost for DLP from the date of completion of work, as per the clause in the Agreement and Special Condition of Contract.
3.1.2	The contractor will also have to maintain the works for a maintenance period as specified in the defect liability period, the contractor shall be liable to attend all construction defects left by him, at his own cost.
3.1.3	The word "Maintenance Works during Defect Liability Period" means (i) Routine maintenance of Works and (ii) To remove the defects as & when appear in part and entire structure, in specified time.
4.0	The contractor would provide the following, at his own cost (Not payable extra & incidental to work) up to finalization of the work:-
4.1.1	Cement godown of capacity of approx. 5000 Bags, as/if required.
4.1.2	Site office along with furniture (2 nos. table, 6 nos. chairs, 2 no. almiraha, 1 no. rack, 2 nos. computers with printer etc.) of 200 sq.ft. area with toilet.
4.1.3	Light & water arrangement in site office. Payment of bills for this facility shall be made by the contractor.
4.1.4	Provide 3 nos. security guards for watch & ward of cement godown & site.
4.1.5	Provide Quality control lab of 150 sq.ft. area with required equipment & Technical Staff/Engineer.  The Contractor shall provide and maintain one new four wheeler vehicle at all times for the sole use of the Engineer of ASCL for inspection of the work. The Contractor shall be solely responsible for the upkeep of the vehicle including taxes, insurance, licenses, fuel, oils, lubricants, toll tax, repairs, and maintenance etc and shall also provide a competent driver along with the vehicle.
4.1.6	Provide proper stacking yard for steel.
4.1.7	Provide proper illumination all around cement godown & site Office & steel staking yard.
4.1.8	Provide one inspection vehicle (Bolero or equivalent, not older than 3 year) with POL and driver, at his own cost, for regular inspection of Road works, by Engineer.
5.0	The contractor shall submit, within 15 days of signing the agreement, proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, including fund flow & cash flow planning & statement, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones on standard software of Project Management along with licensed copy of the software.
6.0	The contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer. None of the permanent work shall be carried out during nights or Sundays or any other holidays without permission in writing of the Engineer-in-Charge.
7.0	The contractor will display adequate number of Caution Boards/Diversion Boards/Information Boards for proper safety of traffic plying on the road and no extra payment will be paid to contractor.

8.0	The rates are inclusive of all lead and lift for complete finished work unless & otherwise the same is specifically stated in the rates.																			
9.0	Collection of all material and material to be used for road work as well as building works shall be subject to satisfactory test result of quality control before use. If test results not found satisfactory the material shall be rejected and to be removed by contractor at his own cost.																			
10.0	All materials shall be stacked at site away from the berms in stack sizes specified in specifications and shall be collected layer wise, after compacting to collection of each layers, and getting its properties tested and certificate from Engineer-in-Charge shall have to be obtained before commencing spreading.																			
11.0	The leveled surface of all layers shall be checked continuously during the spreading and rolling of the mix so as to ensure a finished surface within the tolerances laid down in MoRTH specifications. Mode of Measurement will be as per levels for the sub base, base and other courses.																			
12.0	Not Applicable																			
13.0	Not Applicable																			
14.0	The earth required for the embankment and sub-grade shall be arranged by contractor by temporary accusation from nearby area for which no extra payment will be made.																			
15.0	Recovery of RR stone received from dismantling work shall be made @ Rs 660/cum and serviceable quantity will be calculated @ 2/3 of dismantled quantity. The material received from cutting of trees shall deposit at departmental store by the contractor at his own cost as directed by Engineer.																			
16.0	<p>Design criteria:</p> <ul style="list-style-type: none"> <li>i. The design is according to the following codes: <ul style="list-style-type: none"> <li>(a) I R C : 5-1985</li> <li>(b) I R C : 6-1966 (1985 reprint)</li> <li>(c) I R C : 21-1987(1997 reprint)</li> <li>(d) I R C : 78-1985</li> </ul> </li> <li>ii. The following loads have been considered in the design : <ul style="list-style-type: none"> <li>(a) One lane of IRC class 70R or two lanes of class A on carriage way, which ever governs.</li> <li>(b) Wearing coat load of 3 KN/sq.m.</li> </ul> </li> </ul> <p><b><u>MATERIAL SPECIFICATION CONCRETE</u></b></p> <ul style="list-style-type: none"> <li>1. Concrete shall be design mix and shall have minimum, 28 days characteristic strength on 150mm cubes for all elements of structure as indicated below :</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Element</th> <th colspan="2">Concrete grade</th> <th colspan="2">Characteristic strength (Mpa)</th> </tr> <tr> <th>Moderate condition of exposure</th> <th>Severe condition of exposure.</th> <th>Moderate condition of exposure</th> <th>Severe condition of exposure.</th> </tr> </thead> <tbody> <tr> <td>(a)Box. Cell Structure</td> <td>M 20</td> <td>M 25</td> <td>20</td> <td>25</td> </tr> <tr> <td>(b)Wing</td> <td>M 20</td> <td>M 20</td> <td>20</td> <td>20</td> </tr> </tbody> </table>	Element	Concrete grade		Characteristic strength (Mpa)		Moderate condition of exposure	Severe condition of exposure.	Moderate condition of exposure	Severe condition of exposure.	(a)Box. Cell Structure	M 20	M 25	20	25	(b)Wing	M 20	M 20	20	20
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(b)Wing	M 20	M 20	20	20																

Walls				
(C) Curtain Wall	M 15	M 20	15	20
(d) Leveling Course	M 15	M 15	15	15

- High strength ordinary Portland cement conforming to IS: 8112 or ordinary Portland cement conforming to IS: 269 capable of achieving the required design concrete strength shall only be used.
- The minimum cement concrete and water cement ration in the concrete design mix shall be 310 kg per cum and 0.45 respectively for "MODERATE" conditions of exposure. The minimum cement content and maximum water cement ration in the concrete design mix shall be 400 Kg/cum and 0.40 respectively for "SEVERE" conditions of exposure.
- The total chloride contents and Sulfuric anhydride (S03) of all concrete as a percentage of mass of cement in mix shall be limited to 0.3% and 4% respectively.
- The slump of concrete shall be checked as per IS: 516, concrete should have the slump of 50-75mm.
- Use of admixtures such as super plasticizers for concrete may be made with approval of the engineer-in-charge.
- Aggregate shall confirm to CL 302.3 of IRC: 21-1987 (1997 reprint) and maximum aggregate size should not exceed 40mm.

#### REINFORCEMENT

- All reinforcement shall be high yield strength deformed bars (Grade designation S 415) conforming to IS : 1786
- Unless otherwise shown on the drawing bars are marked in numerical numbers (as 1,2 or 3) and corresponding information is provided in bar bending schedule. Bars configuration is shown as –
 

TOR BAR  
10 Ø @ 200c/c

DIA OF BAR                      Spacing of Bars
- Spacing given for all reinforcement is perpendicular to bar unless otherwise shown on drawings.

#### WATER

- Water to be used in concreting and curing shall be conforming to Clause 302.4 of IRC 21-1987.

#### EXPANSION JOINT

- The asphalt plug expansion joint shall be provided in accordance with MOST Specification and shall be procured from manufactures as approved by MOST

#### WORKMANSHIP/DETAILING

- Minimum clear cover to any reinforcement including stirrups shall be 50 mm unless otherwise shown in the drawings.
- Construction Joints :

	<p>I. The Location and provision of construction joints shall be approved by Engineer-in-charge suggested location of construction joints in the direction parallel to the direction of water flow is shown in the General Arrangement drawings of Box Cell Structures. The concreting operation shall be carried out continuous up to the construction joints.</p> <p>II. The concrete surface at the joint shall be brushed with a stiff brush after casting with a stiff brush after casting while the concrete is still fresh and it has only slightly hardened.</p>
17.0	<p><b>IEC Activity:</b> As the proposed work site is situated in the densely populated area off Ajmer, the contractor will be required to take up activities to make the residents aware of the importance of the work, safety and other aspects and essential do's and dont's. For this purpose the contractor will be required to install display boards, print and distribute handouts and arrange consultation with the residents regarding the work and its day to day activity and progress. The type, number, and content of such boards/handouts etc. shall be decided and directed by the ASCL. No additional payment shall be admissible against this activity.</p>

**SECTION 4**  
**CONTRACT DATA**

S N	Cl. No.		
		<b>Items marked 'N/A' do not apply in the Contract Data.</b>	
1	1.1	Employer	
		Name :	Chief Executive Engineer
		Address :	Ajmer Smart City Limited, (ASCL) Opposite RRTI Office, Near High Security Jail, Jaipur Road, Ajmer. City: Ajmer PIN Code: 305023 Country: India Telephone: +91-145-2970922  Electronic mail address: asclajmerciry@gmail.com
		Name of authorized Representative	
2	1.1	The Engineer is :	Chief Engineer, Ajmer Smart City Limited, Ajmer.
		Name of authorized Representative	Chief Engineer, Ajmer Smart City Limited, Ajmer.
3	1.1, 35 & 3 of SCC	Defects Liability Period for the work	<b>3(three) years</b> from date of completion of work.
4	1.1	Start Date	<b>The day</b> from issue of LOA
5	1.1, 17 & 28	Intended Completion Date for the Whole of the Work	<b>15</b> months after start of work
	2.2 & 49.	Milestones:	Work to be completed in terms of money
		Physical works to be completed	
		Time Span of full stipulated period( Period from the start date)	
		1/4 <sup>th</sup> of completion period	1/8 <sup>th</sup> of initial contract price
		1/2 <sup>nd</sup> of completion period	3/8 <sup>th</sup> of initial contract price
		3/4 <sup>th</sup> of completion period	3/4 <sup>th</sup> of initial contract price
		Full	Full
6	1.1	Location of site	<b>Near Anasagar ,Ajmer</b>
7	1.1	The name and identification number of the Contract	<b>Contract Package No.</b> <b>ASCL/IP-6/9-/8 / 2017-18</b>
8	1.1	The works shall, inter alia, include the following, as specified or as directed :	
		Covering, Repairs & Development of Anasagar escape channel at Ajmer. Site	

		clearance; setting out, provision of foundations,; reinforced cement concrete structures like foundation, beams etc; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of 'As-built' drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.	
		<b>Other Items</b>	
	1.1	Any other items as required to fulfill all contractual obligations as per the Bid documents.	
9	2.3	The following documents also form part of the Contract:	Special Conditions of Contract
10	3.1	The law which applies to the Contract	The law of Union of India
11	3.1	The language of the Contract documents	English
12	7.1	Limit of subcontracting	Only labour contract or Supply of material.
13	8	The Schedule of Other Contractors	
14	9	The Schedule of Key Personnel	<ul style="list-style-type: none"> <li>• One (1) Project Manager</li> <li>• Three(3) Civil Engineer</li> <li>• Six (6) supervisors with relevant experience and</li> <li>• One (1) Quality Engineer (1) Minimum.</li> </ul>
15	13	The minimum insurance cover for physical property, injury and death	Rs.5 lac per occurrence with the number of occurrences limited to four
		After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.	
16	14	Site investigation report	-----
17	21	The Site Possession Dates	-----
18	24.1	Competent authority	Chief Executive Officer, ASCL,Ajmer.
19	27.1	The period for submission of the programme for approval of Engineer	10 days from the issue of Letter of Acceptance.
20	27.2	The period between programme updates	60 days
2	27.3	The amount to be withheld for late	Rs. 0.20 lac.

1		submission of an updated programme	
2	44	The following events shall also be Compensation Events	----
2		The currency of the Contract	Indian National Rupee
3			
2	47	The formula (e) for adjustment of prices are: (	
4		R = Value of work as defined in Clause 47.1 of Conditions of Contract	
		<p><b>a Adjustment for labour component</b></p> <p>Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:</p> $V_L = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$ <p>V L = increase or decrease in the cost of work during the month under consideration  Lo = the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.  Lj = The consumer price index for industrial workers for the State for the month of the work.  PI = Percentage of labour component of the work.</p>	
		<p><b>b Adjustment of materials Component.</b></p> <p>Price adjustment for increase or decrease in cost of local materials procured by the contractor shall be paid in accordance with the following formula:</p> $V_m = 0.85 \times P_i / 100 \times R \times (M_i - M_o) / M_o \text{ [Cl.50]}$ <p>Vm = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.</p> <p>Mo = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.</p>	



		<p>Mi= The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.</p> <p>Pm = Percentage of local material component of the work.</p>	
--	--	--	--

The following percentages will govern the price adjustment for the entire contract:

S. No.	Material	Percentage
1	Labour component-PI	30%
2	Material Component-Pm	70%
	<b>Total</b>	<b>100%</b>

25	48	The proportion of payments retained (retention money)	Nil
26	49	Amount of liquidated damages for delay in completion of works	
		<u>For Whole of work</u>	0.05% of the Initial Contract Price, rounded off to the nearest Thousand, per day.
		<u>For non-achievement of milestone</u>	0.05% of price as specified in mile stone, rounded off to the nearest thousand per day.
27	49	Maximum limit of liquidated damages for delay in completion of work.	10 per cent of the Initial Contract Price rounded off to the nearest thousand.
28	3 of SCC	Applicable payment during maintenance period.	NA
29	52	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:	Performance Security 10 (ten) per cent of contract price plus additional performance security in terms of ITB Clause 29.5 for unbalanced bid
		The standard form of Performance Security and Additional Performance Security acceptable to the Employer shall be an <u>unconditional Bank Guarantee</u> of the type as in Section 8 of the Bidding Documents.	
30	58	The Schedule of Operating and Maintenance Manuals	NA
31	58	The date by which 'as-built' drawings (in scale as directed) in 2 sets are required	30 days after actual completion of work
32	58	The amount to be withheld for failing to supply 'as built' drawings by the date required	Rs. 1.00 lacs.
33	59.2	The events shall also be fundamental breach of contract	The Contractor has contravened clause 7.1 and Clause 9 of GCC.

## SECTION 5

### SCOPE OF WORK & TECHNICAL SPECIFICATIONS

All the items of work included in the scope of work will be executed as per relevant "Standard Specifications, QA & QC Manual" \* & I.S. Codes from time to time & amended by respective body time to time till 30 days before opening of tender.

***(\*Note: Refer Soft copy of standard specifications and QA & QC of RUIDP.)***

#### SCOPE OF WORK

##### General background

Ajmer has been selected as one of the city to provide smart sustainable infrastructure to its citizens by Hon. Prime Minister. A Special Purpose Vehicle (SPV) has been created viz., The SPV is the implementation body of Smart City with the urban local body, state government and the center for implementation of the project.

Ajmer Smart City Limited (ASCL) to implement Smart City action plan. The Smart City work will be carried out by ASCL.

The scope of work is divided into two phases with respect to implementation:

1. Pre-Implementation Phase
2. Implementation Phase

The scope of work is also divided into two phase with respect to area of implementation:

1. Pan City solutions
2. Area Based Development (ABD) solutions

There are 86 list of task to be implemented under scope of work in action plan of Ajmer Smart City Project, in which under implementation Package No. 6 : Integrated Transport Management System "**Anasagar Escape Channel –Cover and Development for Circulation**" has been proposed for implementation.

##### Objective of the Package:

Ajmer city has no proper storm water drainage network. Anasagar escape channel is only prime and main flood discharge channel for Ajmer city. The existing discharge capacity of Anasagar is inadequate and required to increase the discharge capacity. Hence it is necessary to renovate and restructure the old construction of the channel in adequate designed manner with the aesthetic aspect of the channel.

**Major Items in the scope of work:** The work includes Covering, Repairs & Development of Anasagar escape channel at Ajmer. In which Covering of Escape channel, creating parking Platforms & green space both sides of culverts at 3 locations, repairing of walls in entire length of the channel, laying of 200 mm dia DWC Pipe in the length of 700 Mtr.length, dismantling of RR masonry, cutting of trees in bed and sides walls, strengthening of damaged / scoured foundation of walls, flush pointing, plastering work, coping for walls, etc., have been proposed. The work proposed has been surveyed, based on which a bill of quantities has been prepared as provided in the Price Schedule. The contractor is responsible for carrying out the work and his scope of work will cover the following:

The contractor shall carryout all works, wholly, in accordance with the terms and conditions of the contract to fulfil the requirement of the project. All the material used, shall be as per the specifications defined in the contract and the work shall be executed with good engineering practices.

Generally the following activities shall be carried out for each component of this contract but shall not be limited to:

- (i) Submission of all documents required according to the Contract (security money/guarantee, etc.).
- (ii) Submission of Action Plan/Execution Schedule in for approval of the Engineer in Charge.
- (iii) Detailed survey as per engineering requirements. Reference bench marks for RL shall be adopted as fixed by Survey of India Department.
- (iv) The data and designs available are only for the purpose of information to the Contractor and will have no bearing on the contractual obligations. The Contractor will be solely responsible for preparing and submitting required designs/drawings after carrying out appropriate field surveys, data collection, designs etc. for approval of Engineer-in-Charge.
- (v) Getting approval of all design and drawings, material to be used, equipment specifications and the samples, prior to dispatching / installing /commissioning of work on site. Unless mentioned otherwise, if for any specific provision, references have been made in more than one specification, the provision more stringent shall be applicable.
- (vi) Preparation and submission of structural designs and reinforcement drawings for all civil structures of the work and get it checking and vetted from MNIT Jaipur . All the cost shall be borne by the contractor.

- (vii) Road cuttings and their repairs, if any, are in the scope of work of the contractor. The contractor shall be solely responsible for any damage occurred to the telephone lines, OFC cables, cutting of trees, cables, distribution/rising water mains and drains while execution the work, and shall be liable to pay the amount levied by respective department(s) for the repair and/ or damages so occurred.
- (viii) Preparation and submission of all detailed working drawings on the basis of conceptual designs and plans approved by the Engineer-in-Charge.
- (ix) The submission of the as-built drawings of the works is the precondition for the final payment. The final drawings shall be submitted in 4 copies in linen bound in an album of an approved size. The contractor shall submit all the completion drawings and approved design calculations on Pan Drive / DVD in two copies with proper directory structure.
- (x) Provide a short note for Operation, routine & preventive maintenance, and repairs work.

In addition to the above, the following shall also form a part of the scope of work:

- WORK EXECUTION PROGRAM: The Contractor shall prepare finalization & provide work execution program.
- Check the levels of channel and IL and position of manholes in the escape channel.
- Planning and taking up the work according to the work plan or as per a modified work plan duly agreed and approved by the Engineer in charge. The excavated areas should be barricaded so as to prevent accidents.
- Any other arrangement which is required to successful execution of the project is to be carried out by the contractor even if it is not included in the BoQ.
- Any data or information received by the Contractor from ASCL or otherwise, shall not relieve the Contractor from his responsibility for the design and execution.
- Suitable shoring and shuttering designs will be got approved from the EIC for all excavations and the shoring and shuttering will be provided.
- Arrangements for dewatering / diversion of flow as required will have to be maintained during the work.
- The site should be cleaned of all the surplus material at the end of work.
- The contractor will be fully responsible for structural safety stability of RCC covering work.

### **Other Services**

Contractor shall take the necessary precautions to avoid the damage to other services such as water supply lines, telephone cables, electrical cables, storm water drains etc. In case of any

damages to any of the services, Contractor shall be responsible for restoring the facilities in bare minimum time at his own cost.

### **Testing**

Steel, when arranged by the contractor shall produce a test certificate for the whole lot as per the IS Code provisions from an authorized laboratory approved by the Engineer-in-charge.

### **Taking Over**

The taking over certificate of the work shall not be issued by the Engineer-in-charge in the event of the Contractors failures to furnish the aforesaid "As Constructed" drawings (completion drawing) for the entire works.

### **Unacceptable Works**

All defective works are liable to be demolished, rebuilt and defective materials replaced by the Contractor at his own cost. In the event of such works being accepted by carrying out repairs etc. as specified by the Engineer, the cost of repairs shall be borne by the Contractor.

### **Completion Drawings**

The Contractor shall submit to the Engineer-in-charge within two months of actual completion of the individual works but not later than the completion date of contract, "as built Drawings" as specified below. These Drawings shall be accurate and correct in all respects and shall be shown to and approved by the Engineer-in-charge.

The completion drawings shall be grouped into categories (i.e.) plan-Section and L-section.

Plan showing the roads along with other details such as property width, storm water drains, footpaths, along with all the dimensions wherever possible shall be prepared. Nomenclature of work shall be same as given in the work design drawing furnished to the Contractor during execution.

### **Quality Control on Works & Materials**

The Contractor shall be responsible for the quality of the Works in the entire construction works within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same as per Standard Specifications.

### **Survey and setting out of work**

The setting out of works, carrying out survey for checking the levels shall be carried out by the Contractor at his own cost. The setting out shall be done as per Standard Specifications and Precision automatic levels shall be used for leveling work .

### **Excavation**

The construction methodology and sequence of work should be submitted by the Contractor at least 15 days prior to start of the construction activities at site.

### **Standard Specification for Providing Barricading**

Using Wooden Ballies : Using 80 - 100 mm dia Wooden Ballies shall be provided as a vertical post, at least 1.5m above ground level and at least 30 cm below ground level at a spacing of 5-6m. The pipes shall be painted alternatively in red and white color.

Two rows of 80 - 100 mm dia Wooden Ballies as horizontal members shall be provided, securely tied to the vertical members.

The barricading to trenches, safety equipments to the labours, first aid facility shall be made available by the Contractor as per General Specification.

**SECTION 6**

**FORM OF BID**

**Description of the Work:** Covering, Repairs & Development of Anasagar escape channel at Ajmer.

To,  
Chief Executive Officer,  
Ajmer Smart City Limited, (ASCL)  
Opposite RRTI Office, Near High Security Jail,  
Jaipur Road, Ajmer.  
City: Ajmer  
PIN Code: 305023

1 We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

\_\_\_\_\_

2 We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.

3 We agree to abide by this Bid for the period of \* days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4 Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5 We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....  
Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorized to sign bids for and on behalf of

\_\_\_\_\_  
(in block capitals or typed)  
Address:

\_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Address:

\_\_\_\_\_

Occupation

\_\_\_\_\_

	<b>SECTION 7</b>
	<b>BILL OF QUANTITIES</b>
	<b>Preamble</b>
1	The Bill of Quantities shall be read in conjunction with the instruction to bidders, conditions of contract specifications & drawings.
2	For the construction of works, the quantities given in the bill of quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out as measured by the contractor and verified by the Engineer and valued.
	a. All the rates and prices tendered in the bill of quantities in the case of item rate tenders and
	b. All percentage rate above and below or at par of the schedule of rates as tendered by the contractor
3	The rates and prices tendered in the priced bill of quantities shall except in so far as it is otherwise provided under the contract include all constructional plant, Labour, Supervision, materials, erections, maintenance, insurance, profit, taxes and duties together with all general risks, liabilities and obligations set out in the contract.
4	Arithmetic errors will be corrected by the employers pursuant to clause 27 of the instructions of bidders
5	When percentage rate tenders are invited, the bill of quantities will show in the bidding documents the rate used for different items. In case of typographical error in the rate given, the rate for the item of concern BSR specified in schedule G (i.e. <b>BOQ</b> ), as amended till the date of bidding, will prevail.



## **BILL OF QUANTITIES**

- As per separate schedule G or BOQ
- (Based on RUIDP BSR 2017 of Rajasthan )

**SECTION 8**  
**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called 'the Bidder') has submitted his Bid dated \_\_\_\_\_ [date] for the construction of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [name of Contract hereinafter called 'the Bid'].

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called 'the Bank') are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called 'the Employer') in the sum of \_\_\_\_\_\* for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- OR
- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_\*\* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer's Representative, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

[Signature, name and address]

\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

\*\* 30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

## PERFORMANCE BANK GUARANTEE

To

\_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_

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

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

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

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

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

This guarantee shall be valid until **60** days from the date of expiry of the Maintenance Period including all obligations and defect liability period.

Signature and Seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

---

\*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional performance security for unbalanced Bids, if any and denominated in Indian Rupees.

## Letter of Acceptance

(Letterhead paper of the Employer)

\_\_\_\_\_ (Date)

To

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

I am directed to convey you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ ( \_\_\_\_\_ ) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders) is hereby accepted by the competent authority.

You are hereby requested to furnish Performance Security for and amount equivalent to Rs. \_\_\_\_\_ valid up to 60 days from the date of expiry of the maintenance period including all obligations and defect liability period and additional performance security for unbalanced Bid as per clause 29.4. of ITB amounting to Rs \_\_\_\_\_ valid up to **60 days** from the issue of completion certificate, in the form detailed in Para 34.1 of ITB within 15 days of the receipt of this letter of and to sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Date of commencement and completion of the work shall be \_\_\_\_\_ (issue of this letter) & \_\_\_\_\_ respectively which may please be noted.

Yours faithfully,

Authorized Signature  
Name and title of Signatory  
Name of Agency

- 
1.            Delete 'corrected and' or 'and modified' if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.
  2.           To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the 'Instructions to Bidders'.

## Agreement Form

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between

\_\_\_\_\_ (name and address of Employer)  
[hereinafter called 'the Employer'] and \_\_\_\_\_ (name and address of contractor) hereinafter called 'the Contractor' of the other part.

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_ (name and identification number of Contract)  
(hereinafter called 'the Works') and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESSETH

as follows:

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

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

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of :

Binding Signature of Employer \_\_\_\_\_

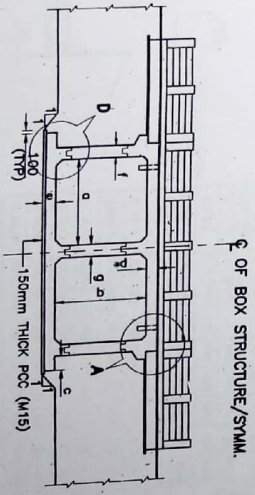
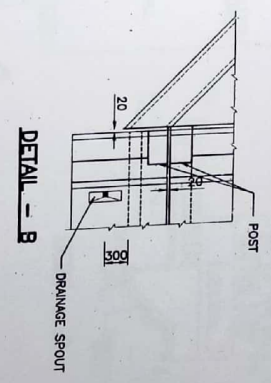
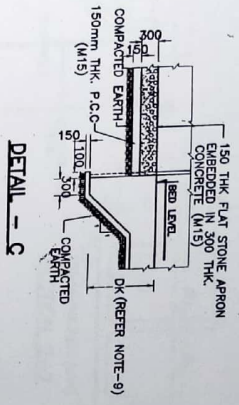
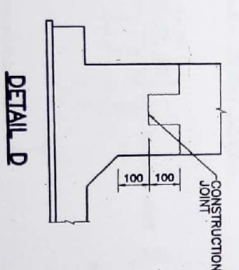
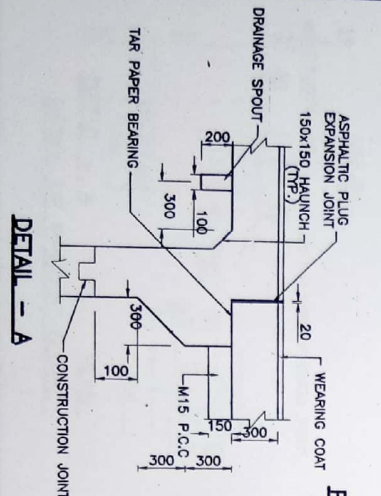
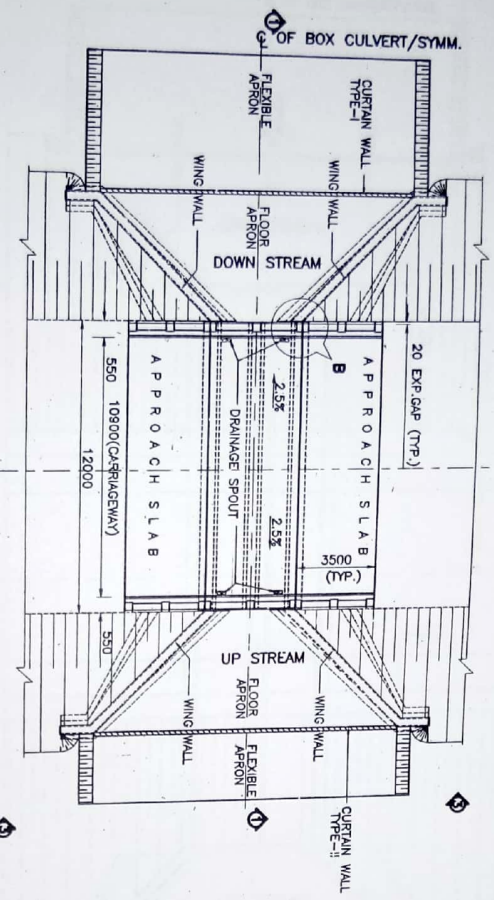
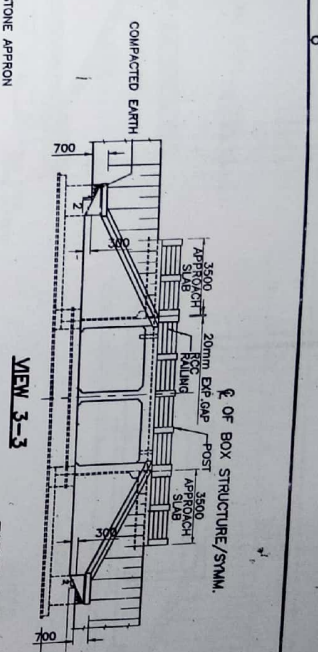
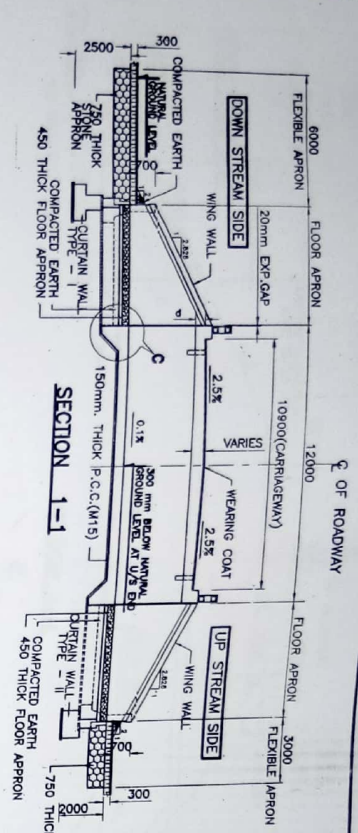
Binding Signature of Contractor \_\_\_\_\_

**SECTION 9**  
**DRWAINGS**  
**As per separate attachment**

**&**

**SECTION 10**

**Documents to be furnished by bidder (Clause 12)**



**TABLE SHOWING SALENT DIMENSIONS**

BOX CELL DIMENSION (mm)	BOX CELL DIMENSION (mm)			BOX CELL DIMENSION (mm)			BOX CELL DIMENSION (mm)			
	a	b	c	d	e	f	g	h	i	
2/22/0	2000	2000	300	400	400	370	300	B	8.87	0.78
2/23/0	2000	3000	300	400	400	400	300	C	10.35	0.81
2/24/0	3000	2000	300	400	400	400	300	B	7.86	1.47
2/25/0	3000	3000	300	470	400	400	300	B	8.52	1.75

**NOTES:**

- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE MENTIONED. ONLY WRITTEN DIMENSIONS FOR GENERAL REFERENCE.
  - REFER Dwg. No. SD/10/10 FOR REINFORCEMENT DETAILS REFER Dwg. No. SD/11/0.
  - FOR DETAILS OF WING WALL REFER Dwg. No. SD/11/3.
  - SOL DENSITY ON THE BACKFILL SHOULD CONFORM TO CLAUSE 305.2.1.5 OF MOST SPECIFICATION.
  - NET BEARING CAPACITY REQUIRED FOR SOIL IS DIVIDED IN FOUR CATEGORIES AS SHOWN BELOW:
- | CATEGORY | NET BEARING CAPACITY REQUIRED FOR SOIL |
|----------|--|
| A        | 8/7 <sup>1/2</sup>                     |
| B        | 10/7 <sup>1/2</sup>                    |
| C        | 12/7 <sup>1/2</sup>                    |
| D        | 20/7 <sup>1/2</sup>                    |
- SOFT AND LOOSE PATCHES IN THE BEARING AREA ARE TO BE REPLACED BY COMPACTED GRANULAR FILLS WITH LAYERS NOT EXCEEDING 300mm.
  - DESIGNS ARE GIVEN FOR THE BOX CELL STRUCTURES ONLY. THESE HAVE NO BEARING WITH THE DESIGN OF DRAINAGE WHICH WILL BE TAKEN UP BY ENGINEER-IN-CHARGE SEPARATELY.
  - 'OK' IS DEPTH OF KEY AT BASE SLAB.
  - FOR BASE SLAB THICKNESS VALUE OF 'OK' UPTO 900mm 1200mm. GREATER THAN 900mm ++500mm. = BASE SLAB THICKNESS.

**GOVERNMENT OF INDIA**  
**MINISTRY OF SURFACE TRANSPORT**  
**(ROADS WING), NEW DELHI.**

**STANDARD DRAWINGS FOR BOX CELL STRUCTURES**

**DOUBLE CELL R.C.C. BOX CULVERTS**  
**2m x 2m TO 3m x 3m**  
**(WITHOUT EARTH CUSHION)**

**GENERAL ARRANGEMENT**

DESIGNED BY	C.A.L.	CHECKED BY	M.L.S.	APPROVED BY	K.S.P. JAIN
SCALE	1:40 (HORIZONTAL)	SCALE	1:10 (VERTICAL)	DWG. NO.	SD/10/4



**SCHEDULE OF REINFORCEMENT**

BAR MARK	SHAPE OF BARS (NOT TO SCALE)	BOX CELL DESIGNATION No./dia/Ep	2/23/4										2/23/5										2/32/3										2/32/4									
			BAR DIA. in mm.	SPACING in mm.	NO. OF BARS	TOTAL LENGTH in meters	WEIGHT in kgs.	BAR DIA. in mm.	SPACING in mm.	NO. OF BARS	TOTAL LENGTH in meters	WEIGHT in kgs.	BAR DIA. in mm.	SPACING in mm.	NO. OF BARS	TOTAL LENGTH in meters	WEIGHT in kgs.	BAR DIA. in mm.	SPACING in mm.	NO. OF BARS	TOTAL LENGTH in meters	WEIGHT in kgs.																				
1	M1	16	280	1200	4850	7185	101	728.7	1147.0	16	280	1200	4910	7255	124	889.6	1418.8	12	250	970	6750	9449	97	838.9	744.8	12	200	1020	6750	6749	141	1233.6	1095.2									
2	M1	12	280	800	3570	5239	204	1087.1	985.1	12	280	830	3600	5418	250	1354.7	1202.7	12	250	1150	2720	4979	195	975.8	865.4	10	200	1150	2520	5098	294	1444.3	890.5									
3	M1	12	180	250	4850	5309	175	928.0	824.8	12	150	250	4910	5399	214	1148.8	1020.0	12	120	320	6750	7349	200	1458.8	1304.3	18	180	370	6750	7435	156	1159.4	1030.7									
4	M1	10	200	3570	750	4289	282	1203.8	742.2	10	200	3800	680	4229	322	1361.7	839.5	10	200	2720	900	3169	242	768.8	472.8	10	200	2820	500	3289	282	921.8	568.3									
5	M1	10	250	180	3570	3895	226	871.4	537.2	10	250	180	3500	3896	226	1002.2	618.1	10	250	160	2720	3006	194	585.1	359.5	10	250	160	2820	3108	226	701.9	432.7									
6	M1	10	280	200	918	1271	202	256.7	158.3	10	280	200	1003	1356	248	335.3	207.3	10	250	200	981	1313	194	254.8	157.1	10	200	200	1031	1384	282	360.3	240.7									
7	M1	10	280	200	981	1313	202	265.3	153.6	10	280	200	1003	1356	248	335.3	207.3	10	250	200	988	1342	194	260.3	160.5	10	200	200	1060	1412	282	369.3	248.6									
8	M1	10	150	180	4840	5128	187	858.5	581.0	10	150	180	4900	5186	214	1109.7	644.2	12	150	200	6738	7097	160	1138.5	1008.1	12	130	200	6738	7097	216	1522.6	1360.4									
9	M1	12	280	1170	4850	7190	101	725.2	644.7	12	280	1200	4910	7310	124	806.4	804.8	12	250	950	6750	6650	97	639.1	744.9	12	200	1000	6750	6750	141	1233.6	1095.2									
10	M1	16	280	-	1450	1450	100	145.0	228.9	16	280	-	1450	1450	123	178.4	281.5	16	250	-	2050	2050	98	196.8	310.6	16	200	-	2050	2050	140	287.0	453.0									
11	M1	10	280	200	777	1130	202	228.2	140.7	10	280	200	819	1172	248	280.7	178.2	10	250	200	890	1243	194	241.1	148.6	10	200	200	951	1313	282	370.4	228.4									
12	M1	10	280	200	819	1172	202	235.7	146.0	10	280	200	819	1172	248	280.7	178.2	10	250	200	916	1271	194	246.6	152.0	10	200	200	989	1342	282	378.4	233.3									
13	M1	10	250	180	27848	28134	16	450.1	277.5	10	250	175	31848	32194	16	514.6	317.3	10	250	200	23848	24214	24	561.1	358.3	10	250	225	27848	28234	24	679.3	418.2									
14	M1	10	250	175	27848	28164	24	673.9	416.7	10	250	180	31848	32194	24	772.6	476.4	10	250	160	23848	24134	16	386.1	238.1	10	220	160	27848	28134	18	506.4	312.2									
15	M1	10	250	180	27848	28134	48	1350.4	832.6	10	250	160	31848	32134	48	1542.4	951.0	10	290	160	23848	24134	32	772.3	476.1	10	250	160	27848	28134	32	900.3	553.1									
16	M1	10	250	175	27848	28164	32	901.2	555.6	10	250	175	31848	32164	32	1029.2	634.8	10	220	210	23848	24234	36	1357.7	836.7	10	220	235	27848	28234	56	1583.8	976.5									
17	M1	10	250	175	27848	28164	12	339.0	208.4	10	250	175	31848	32164	12	386.0	238.0	10	220	210	23848	24234	12	280.8	179.3	10	200	235	27848	28234	12	338.4	209.3									
18	M1	10	160	27848	28134	20	582.7	346.9	10	160	160	31848	32134	20	642.7	386.2	10	-	-	160	23848	24134	20	482.7	297.6	10	-	160	27848	28134	20	582.7	346.9									
19	M1	10	180	27848	28134	2	58.3	34.7	10	180	180	31848	32134	2	64.3	38.8	10	-	-	180	23848	24134	2	48.3	29.6	10	-	180	27848	28134	2	58.3	34.7									
20	M1	10	150	520	1371	68	93.3	67.5	10	150	150	550	1431	68	97.3	60.0	10	150	150	600	1531	92	140.8	86.9	10	150	150	650	1831	92	150.1	92.5										
21	M1	10	180	4650	5138	16	82.2	50.7	10	180	180	4910	5186	16	83.1	51.3	10	-	-	180	6750	7038	16	112.8	69.4	10	-	180	6750	7038	16	112.8	69.4									
22	M1	10	150	1100	1556	4207	68	286.1	176.4	10	150	1100	1556	4207	68	286.1	176.4	10	150	1100	1556	4207	92	387.0	238.6	10	150	1100	1556	4207	92	387.0	238.6									
23	M1	12	200	4850	5209	20	104.2	62.5	12	200	4910	5289	20	105.4	63.6	12	-	-	200	6750	7100	20	142.2	88.2	12	-	200	6750	7100	20	142.2	88.2										
24	M1	12	200	4850	5209	20	104.2	62.5	12	200	4910	5289	20	105.4	63.6	12	-	-	200	6750	7100	20	142.2	88.2	12	-	200	6750	7100	20	142.2	88.2										
TOTAL STEEL (Kgs)			9338.9										11187.9										9677.8										12507.2									
TOTAL CONCRETE (cum)			196.14										232.59										198.08										249.85									

**NOTES:**  
1. FOR ALL NOTES REFER DRG. NO. SD/114 (SHEET 2 OF 4).

DRG. NO. SD/114 (SHEET 3 OF 4)

BENDING OF BARS

BEND WITH CLOSE HOOKS

BEND AT RIGHT ANGLE

BEND AT ANGLE OF 135

BEND AT ANGLE OF 45

LEGEND:  $\phi$  SHOWS DIA. OF BAR

**GOVERNMENT OF INDIA**  
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**STANDARD DRAWINGS FOR BOX CELL STRUCTURES**

**DOUBLE CELL BOX CULVERT**  
**2m x 2m TO 3m x 3m**  
**(WITH EARTH GUSSET)**

**BAR BENDING SCHEDULE**

DESIGNED BY: C.A. (AS PER DRG. NO. SD/114)	CHECKED BY: M.D. (AS PER DRG. NO. SD/114)	APPROVED FOR: A.S. (AS PER DRG. NO. SD/114)	DRG. NO. SD/114
ISSUED BY: (AS PER DRG. NO. SD/114)	ISSUED BY: (AS PER DRG. NO. SD/114)	ISSUED BY: (AS PER DRG. NO. SD/114)	ISSUED BY: (AS PER DRG. NO. SD/114)