

Government of Rajasthan
Local Self Government Department
(Directorate of Local Bodies, Rajasthan, Jaipur)
G-3, Rajmahal Residency, Near Civil lines, Railway Crossing, Jaipur

Tel No.: +91 141 2222469

Fax No.: +91 141 2222403

web site : www.lsg.urban.rajasthan.gov.in

No: F 55 () PA/CE/DLB/Processing and disposal of solid waste/Kota/2022/ 54184-192

Date 23/06/2022

Notice Inviting Bids (NIB)

(For publication in the Newspapers)

Online Technical and Financial Bids in Single Stage two envelopes are invited on behalf of Governor of Rajasthan by Directorate of Local Bodies for followings works up to 28.07.2022.

Other particulars of the bid may be visited on the Procurement Portal (<http://sppp.rajasthan.gov.in> , <http://eproc.rajasthan.gov.in>) of the State; and LSG Department website. The approximate values of the procurement are as under.

| S.No | UBN | Description | Approximate Value (Rs in lacs) |
|-----------|-----|--|--------------------------------|
| Package 1 | | Design, Construction, Establishment and development of solid waste processing plant (Compost+RDF) of 400 TPD capacity and further scalable as per requirement with O&M for 20 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (North). | 1765.00 |
| Package 2 | | Design, Construction, Establishment and development of solid waste processing plant (Compost+RDF) of 400 TPD capacity and further scalable as per requirement with O&M for 20 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (South). | 1765.00 |
| Package 3 | | Design, Construction and development of Sanitary Landfill Site (SLF) with O&M for 5 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (North). | 800.00 |
| Package 4 | | Design, Construction and development of Sanitary Landfill Site (SLF) with O&M for 5 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (South). | 800.00 |

(Hriddesh Kumar Sharma)
Director cum Joint Secretary

No: F 55 () PA/CE/DLB/Processing and disposal of solid waste/Kota/2022/ 54184-192

Date 23/06/2022

Copy to following for information:

1. SA to Hon'ble Minister UDH&LSG, GoR
2. PS to Secretary LSG, GoR
3. PS to Director cum Joint Secretary, LSG
4. FA, DLB
5. Concerned Officer with the request to upload on <http://sppp.rajasthan.gov.in> , <http://eproc.rajasthan.gov.in> websites.
6. JD (PR), DLB with the request for publication of NIB in One leading Regional daily newspaper, one State level leading daily newspapers having circulation of 50,000 copies or more, One all India level daily English newspaper with wide circulation
7. ACP, DLB with the request for uploading on LSG website
8. Notice Board-----

24/6/22
Chief Engineer

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| | |
|--|---|
| Cost of Bid Document (non-refundable) | Rs 5000/- (Rupees Five Thousand) |
| Cost of RISL processing fee (non-refundable) | Rs 1000/- (Rupees one Thousand) |
| Bid Security (refundable) | Bid security 2% of estimated cost |
| Publishing Date & Time | 27.06.2022 at 14:00 Hrs |
| Bid Document Download start Date & Time | 27.06.2022 at 16:00 Hrs |
| Pre-bid meeting Date & Time | 11.07.2022 at 15:00 Hrs |
| Websites for downloading bid document | http://sppp.rajasthan.gov.in , http://eproc.rajasthan.gov.in |
| Bid Document submission end Date & Time | 28.07.2022 15:00 Hrs on http://eproc.rajasthan.gov.in |
| Technical Bid Opening Date & Time | 29.07.2022 at 15:00 Hrs |

- The interested bidder may submit their proposals online along with a Non-refundable Rs 5000/- (Rupees Five Thousand Only) drawn in favour of Director Local Bodies, Raj. Jaipur payable at Jaipur, towards the cost of Bid Document & RISL processing fee Rs 1000/- (Rupees One Thousand Only) drawn in favour of MD, RISL payable at Jaipur from any Scheduled Commercial Bank. Bid document fee and processing fee shall be deposited through e-Grass system as detailed below:

| S.No | Description | Detail |
|------|----------------------------|-------------------------------|
| 1. | District | Jaipur |
| 2. | Office name | 2371-Directorate Local Bodies |
| 3. | Treasury | Secretariat, Jaipur |
| 4. | Deptt. ID Name | 56-Local Bodies Department |
| 5. | Bid Document Fee A/c No | 0075-00-800-52-01 |
| 6. | RISL Processing Fee A/c No | 8658-00-102-16-01 |

- Bid Document may be visited at or obtained from website <http://sppp.rajasthan.gov.in> or <http://eproc.rajasthan.gov.in>
- Bidder, who procured digital certificate as per IT Act 2000 to sign their electronic bids, shall submit their technical and financial offer on-line on above mentioned web site up to time and date mentioned herein above.
- In case of the any bidder fails to deposit bid document fee, processing fee on e-Grass and challan copy with their technical bid, the bid of the respective bidder shall not be accepted.
- Bid security shall be in form of Bank Guarantee in favor of Director Local Bodies, Raj, Jaipur and submitted with technical proposal.
- The Bidders shall have to submit copies of a valid "GST" certificate and the Permanent Account Number (PAN).
- The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
- DLB reserves the right to accept any bid, or reject any or all bids, without assigning any reason thereof and without incurring any liability, whatsoever in favour of the Bidder(s).
- The "Rajasthan Transparency in Public Procurement Act 2012 & Rule 2013" shall be applicable, if there is any discrepancy between the provisions of the Act and the Rules and bidding document, the provisions of the Act and the Rules shall prevail.

(Hradesh Kumar Sharma)
Director cum Joint Secretary



Government of Rajasthan

Request for Proposal (RFP)

Single Stage - Two Envelopes
(Two Parts) Bid

for

**Design, Construction and Development of Sanitary
Landfill Site of 1,30,000 Cubic Meter Capacity with
Operation & Maintenance for 5 years on VGF basis
as per Solid Waste Management Rules, 2016 as
Amended time to time and Swachh Bharat Mission
(Urban) 2.0 guidelines for Municipal Corporation
Kota South**

by

**Directorate of Local Bodies
G- 3 Rajmahal residency Area, Near Civil Line Railway
Crossing, Jaipur-302007**

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1. The interested bidder may submit their proposals online along with a Non-refundable Rs 5000/- (Rupees Five Thousand Only) drawn in favour of Director Local Bodies, Raj. Jaipur payable at Jaipur, towards the cost of Bid Document & RISL processing fee Rs 1000/- (Rupees One Thousand Only) drawn in favour of MD, RISL payable at Jaipur from any Scheduled Commercial Bank. Bid document fee and processing fee shall be deposited through e-Grass system as detailed below:

| S.No | Description | Detail |
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| 4. | Deptt. ID Name | 56-Local Bodies Department |
| 5. | Bid Document Fee A/c No | 0075-00-800-52-01 |
| 6. | RISL Processing Fee A/c No | 8658-00-102-16-01 |

2. Bid Document may be visited at or obtained from website <http://sppp.rajasthan.gov.in> or <http://eproc.rajasthan.gov.in>
3. Bidder, who procured digital certificate as per IT Act 2000 to sign their electronic bids, shall submit their technical and financial offer on-line on above mentioned web site up to time and date mentioned herein above.
4. In case of the any bidder fails to deposit bid document fee, processing fee on e-Grass and challan copy with their technical bid, the bid of the respective bidder shall not be accepted.
5. Bid security shall be in form of Bank Guarantee in favor of Director Local Bodies, Raj, Jaipur and submitted with technical proposal.
6. The Bidders shall have to submit copies of a valid "GST" certificate and the Permanent Account Number (PAN).
7. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
8. DLB reserves the right to accept any bid, or reject any or all bids, without assigning any reason thereof and without incurring any liability, whatsoever in favour of the Bidder(s).
9. The "Rajasthan Transparency in Public Procurement Act 2012 & Rule 2013" shall be applicable, if there is any discrepancy between the provisions of the Act and the Rules and bidding document, the provisions of the Act and the Rules shall prevail.

**(Hridesh Kumar Sharma)
Director cum Joint Secretary**

Section I: Instructions to Bidders

Contents

1. General
2. Contents of Bidding Document
3. Preparation of Bids
4. Submission and Opening of Bids
5. Evaluation and Comparison of Bids
6. Award of Contract
7. Redressal of Grievances during Procurement Process (Appeals)
8. Appendix A : Grievance Handling Procedure during Procurement Process (Appeals)

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

| 1. General | | | |
|-------------------|-------------------|-------|--|
| 1.1 | Scope of Bid | 1.1.1 | In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity as indicated in the BDS, issues this Bidding Document for the procurement of works as named in the BDS and as specified in Section V, Procuring Entity's Requirements. |
| 1.2 | Interpretation | 1.2.1 | Throughout this Bidding Document: the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt. if the context so requires, singular means plural and vice versa; and “Day” means a calendar day |
| 1.3 | Code of Integrity | 1.3.1 | Any person participating in the procurement process shall,- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii. not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; iv. not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; vi. not obstruct any investigation or audit of a procurement process; vii. disclose conflict of interest, if any; and viii. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity. |
| | | 1.3.2 | Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. |

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| | | | <p>A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> i. have controlling partners/ share holders in common; or ii. receive or have received any direct or in direct subsidy from any of them ;or iii. have the same legal representative for purposes of this Bid; or iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or v. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or vii. the Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract. |
| | | | <p>The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.</p> |
| | | | <p>Breach of Code of Integrity by the Bidder:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.</p> |

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| 1.4 | Eligible Bidders | 1.4.1 | <p>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association:-</p> <p>all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/ firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.</p> |
| | | 1.4.2 | <p>A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or an eligible country declared as such by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any part of the Contract including related services.</p> |
| | | 1.4.3 | <p>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</p> |
| | | 1.4.4 | <p>A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity.</p> |
| | | 1.4.5 | <p>The Bidder must be a enlisted Contractor in appropriate class with the Department/ Organisation. He shall furnish necessary proof for the same.</p> |

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| | | 1.4.6 | <p>i Any change in the constitution of the firm etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/ member of the firm, etc from any liability under the Contract.</p> <p>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>iii The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract.</p> |
| | | 1.4.7 | Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request. |
| | | 1.4.8 | In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empanelled or registered Bidders. |
| | | 1.4.9 | Each Bidder shall submit only one Bid except in case of alternative bids, if permitted. |
| | | 1.4.10 | No Bidder who is not registered under the Sales Tax Act prevalent in the State of Rajasthan shall bid. The Sales Tax Registration Number should be quoted and a VAT/ Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to be rejected. He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department. |
| 2. Contents of Bidding Document | | | |
| 2.1 | Sections of the Bidding Document | 2.1.1 | <p>The Bidding Document consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].</p> <p>Part I: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms</p> <p>Part II: Requirements Section V. Procuring Entity's Requirements.</p> <p>Part III: Contract Section VI A. General Conditions of Contract [GCC] Section VI B. Special Conditions of Contract [SCC] Section VI C. Contract Forms</p> |
| | | 2.1.2 | The Invitation for Bids (NIB) issued by the Procuring Entity is also part of the Bidding Document. |

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| | | 2.1.3 | The Bidding Document shall be uploaded on the e-procurement portal, http://eproc.rajasthan.gov.in along with the Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal, http://sppp.rajasthan.gov.in . The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bidding shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal. |
| | | 2.1.4 | The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal. |
| | | 2.1.5 | The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid. |
| 2.2 | Clarification of Bidding Document and Pre-Bid Conference | 2.2.1 | The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the Works and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1[Deadline for Submission of Bids]. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document.. |
| | | 2.2.2 | The Bidder or his authorised representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity. |
| | | 2.2.3 | The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than 7 Days before the date of Pre-Bid Conference. |
| | | 2.2.4 | Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any |

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| | | | modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding document) and not through the minutes of the Pre-Bid Conference. |
| | | 2.2.5 | At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document. |
| | | 2.2.6 | Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder. |
| 2.3 | Amendment of Bidding Document | 2.3.1 | Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal. |
| | | 2.3.2 | To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e-procurement portal and newspapers. |
| 3. Preparation of Bids | | | |
| 3.1 | Cost of Bidding | 3.1.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| | | 3.1.2 | <p>The Bidder shall furnish the scanned attested copies of following documents with its Bid:-</p> <ul style="list-style-type: none"> i. Partnership Deed and valid registration certificate issued by the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the Bid, authorizing him to represent all partners of the firm. ii. GST registration certificate and Tax clearance certificate from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) given by the Income Tax Department. iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship. iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company. In case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid. v. Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture, Consortium or Association. |

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| 3.2 | Language of Bid | 3.2.1 | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in an other language provided they are accompanied by an self attested accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 3.3 | Documents Comprising the Bid | 3.3.1 | The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. One more cover containing scanned copies of proof of payment in form specified in Bid Data Sheet, of the price of Bidding Document, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately. |
| | | 3.3.2 | The Technical Bid/ Proposal shall contain the following : i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid, possession of required qualifications and Code of Integrity given in Section IV [Bidding Forms]; ii. proof of payment of price of Bidding Document, processing fee and Bid Security in accordance with ITB Clause 3.10; iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11; iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid; v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; vi. Drawings/ designs in support of the Works to be executed; vii. the Notice Inviting Bids; viii. any other document required in the BDS; and ix. others considered necessary to strengthen the Bid submitted. |
| | | 3.3.3 | The Financial Bid/ Price Proposal shall contain the following : Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5; Any other document required in the BDS. |
| 3.4 | Bid Submission Sheets and Price Schedules | 3.4.1 | The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| | | 3.4.2 | The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms]. |
| 3.5 | Bid Prices | 3.5.1 | i. In case of Item Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity but will have to be executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. |

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| | | | <p>ii. In case of Percentage Rate Contracts, combined single percentage above or below the total amount of the Bill of Quantities must be quoted by the Bidder for all items.</p> <p>iii. In case of Lump Sum Contracts, only Total Price which the Bidder wants to charge for the entire Works with all its contingencies in accordance with drawings and specifications shall be quoted by the Bidder. A Schedule of Rates shall be specified in the Bid Data Sheet in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works specified in Activity Schedule given in Bid Data Sheet.</p> |
| | | 3.5.2 | Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. |
| | | 3.5.3 | All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price shall be submitted by the Bidder. |
| 3.6 | Currencies of Bid. | 3.6.1 | The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS. |
| 3.7 | Documents Establishing the Eligibility of the Bidder | 3.7.1 | To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms]; if the Bidder is an existing or intended Joint Venture [JV], Consortium or Association in accordance with ITB Sub-Clause 1.4.1 [Eligible Bidders], it shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or intended JV shall authorise an individual/ partner in one of the firms as lead partner of the JV to act and commit all the partners of JV for the Bid. |
| 3.8 | Documents Establishing the Qualifications of the Bidder | 3.8.1 | To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified in Section III, [Evaluation and Qualification Criteria]. |
| 3.9 | Period of Validity of Bids | 3.9.1 | Bids shall remain valid for 90 days or the period specified in the BDS, after the Bid submission deadline date. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. |

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| | | 3.9.2 | In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.10 [Bid Security] shall also be got extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid. |
| 3.10 | Bid Security | 3.10.1 | Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS. |
| | | 3.10.2 | Bid Security shall be 2% of the value of the Works indicated in the NIB. For bidders registered with the Procuring Entity, the bid security shall be 0.5% of the value of works indicated in the NIB. The bid security shall be in Indian Rupees, if not otherwise specified in the BDS. |
| | | 3.10.3 | The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India in specified format, in favour of the Procuring Entity, or deposited through eGRAS/ net banking, if permitted. |
| | | 3.10.4 | In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section IV [Bidding Forms]. |
| | | 3.10.5 | Scanned copy of Bid Security instrument or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected. |
| | | 3.10.6 | Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited. |
| | | 3.10.7 | The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity. |
| | | 3.10.8 | Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.10.3. The Procuring Entity shall respond promptly to such a request. |

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| | | 3.10.9 | The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. The confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy. |
| | | 3.10.10 | The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security]. |
| | | 3.10.11 | <p>The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-</p> <ul style="list-style-type: none"> i. when the Bidder withdraws or modifies its Bid after opening of Bids; or ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or iii. when the Bidder fails to commence the Works as per Work Order within the time specified; or iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the prescribed time limit after the work order is placed; v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors]. |
| | | 3.10.12 | In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security. |
| | | 3.10.13 | <p>The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:-</p> <ul style="list-style-type: none"> i. the expiry of validity of Bid Security; ii. the execution of agreement for procurement and Performance Security is furnished by the successful bidder; iii. the cancellation of the procurement process; or iv. the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted. |
| | | 3.10.14 | The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV |

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| | | | shall enter in to an Agreement that they shall form a legally constituted JV after the issue of Letter of Acceptance/ Letter of Intent to them and shall also declare a partner as the lead partner in whose name the Bid Security may be submitted. |
| 3.11 | Format and Signing of Bid | 3.11.1 | All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorised signatory on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid. |
| 4. Submission and Opening of Bids | | | |
| 4.1 | Sealing and Marking of Bids | 4.1.1 | Bidders shall submit their Bids to the Procuring Entity only electronically on the e-procurement portal, http://eproc.rajasthan.gov.in In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal. |
| | | 4.1.2 | The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The scanned copies of proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity while the processing fee shall be paid in the name of MD, RISL. |
| 4.2 | Deadline for Submission of Bids | 4.2.1 | Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof. |
| 4.3 | Withdrawal, Substitution and Modification of Bids | 4.3.1 | A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. notice on the e-procurement portal, duly digitally signed by the Bidder or his authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 3.11.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written notice. All notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids]. |
| | | 4.3.2 | No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bids and the expiration of the period of Bid validity specified in ITB Clause 3.9.[Period of Validity of Bids] or any extension thereof. |
| 4.4 | Bid Opening | 4.4.1 | The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorised representatives, who choose to be present. |

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| | | 4.4.2 | The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening. |
| | | 4.4.3 | The Bidders may choose to witness the electronic Bid opening procedure online. |
| | | 4.4.4 | The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Procuring Entity in evaluation of their Technical Bids. |
| | | 4.4.5 | The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids. |
| | | 4.4.6 | <p>First, covers marked as "WITHDRAWAL Technical Bid" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.</p> <p>Next, covers marked as "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marked as "MODIFICATION Technical Bid" shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, is to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.4.4.</p> |
| | | 4.4.7 | <p>All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. whether proof of payment of Bid Security or Bid Securing |

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| | | | <p>Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed;</p> <p>iv. any other details as the Bids opening committee may consider appropriate.</p> <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p> |
| | | 4.4.8 | <p>Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</p> |
| | | 4.4.9 | <p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p> |
| | | 4.4.10 | <p>After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified, to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of Financial Bids.</p> |
| | | 4.4.11 | <p>The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document.</p> |
| | | 4.4.12 | <p>The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present, at the address, date and time specified by the Procuring Entity.</p> |
| | | 4.4.13 | <p>All covers containing the Financial Bids, including Modified and Substituted Financial Bids, if any, shall be opened one at a time and the following read out and recorded-</p> <ol style="list-style-type: none"> the name of the Bidder; whether there is a modification or substitution; the Bid Prices; any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page of the each Bid by the members of the Bids opening committee. All the</p> |

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| | | | pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, completion period etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee. |
| | | 4.4.14 | The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date. |
| 5. Evaluation and Comparison of Bids | | | |
| 5.1 | Confidentiality | 5.1.1 | Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. |
| | | 5.1.2 | Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation and comparison of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules. |
| | | 5.1.3 | Notwithstanding ITB Sub-Clause 5.1.2, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing. |
| | | 5.1.4 | In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information. |
| 5.2 | Clarification of Technical or Financial Bids | 5.2.1 | To assist in the examination, evaluation and comparison of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing. |
| | | 5.2.2 | Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the Bid evaluation committee shall not be considered. |
| | | 5.2.3 | No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids. |

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| | | 5.2.4 | No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted. |
| 5.3 | Deviations, Reservations and Omissions in Technical or Financial Bids | 5.3.1 | During the evaluation of Technical or Financial Bids, the following definitions apply: i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 5.4 | Nonmaterial Non conformities in Technical or Financial Bids | 5.4.1 | Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission. |
| | | 5.4.2 | Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| | | 5.4.3 | Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). |
| 5.5 | Correction of Arithmetical Errors in Financial Bid | 5.5.1 | Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis: i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. |

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| | | 5.5.2 | If the Bidder that submitted the lowest evaluated Bid does not accept the correction of arithmetical errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed. |
| 5.6 | Preliminary Examination of Technical or Financial Bids | 5.6.1 | The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted. |
| | | 5.6.2 | <p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided:</p> <ol style="list-style-type: none"> Bid is signed, as per the requirements listed in the Bidding Document; Bid has been submitted as per instructions provided in the Bidding Document and e-procurement portal; Bid is valid for the period, specified in the Bidding Document; Bid is accompanied by Bid Security or Bid Securing Declaration; Bid is unconditional and the Bidder has agreed to give the required Performance Security; Price Schedules in the Financial Bid are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules]; written confirmation of authorisation to commit the Bidder; Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and other conditions, as specified in the Bidding Document are fulfilled. |
| 5.7 | Responsiveness of Technical or Financial Bids | 5.7.1 | The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid]. |
| | | 5.7.2 | <p>A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would-</p> <ol style="list-style-type: none"> affect in any substantial way the scope, quality, or performance of the Works; or limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> |
| | | 5.7.3 | The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V [Procuring Entity's Requirements] have been met without any material deviation, reservation, or omission. |

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| | | 5.7.4 | If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| 5.8 | Examination of Terms and Conditions of the Technical or Financial Bids | 5.8.1 | The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |
| | | 5.8.2 | The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V [Procuring Entity's Requirements] of the Bidding Document and all amendments or changes made by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document] have been met without any material deviation or reservation. |
| 5.9 | Evaluation of Qualification of Bidders in Technical Bids | 5.9.1 | The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification. |
| 5.10 | Evaluation of Financial Bids | 5.10.1 | The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive. |
| | | 5.10.2 | To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III [Evaluation and Qualification Criteria]. No other criteria or methodology shall be permitted. |
| | | 5.10.3 | To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors]; |
| 5.11 | Comparison of Bids | 5.11.1 | The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10 [Evaluation of Financial Bids]. |
| 5.12 | Negotiations | 5.12.1 | To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself. |
| | | 5.12.2 | Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- <ul style="list-style-type: none"> i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates. |

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| | | 5.12.3 | The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings. |
| | | 5.12.4 | The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations. |
| | | 5.12.5 | Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions. |
| | | 5.12.6 | In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer. |
| | | 5.12.7 | In case the rates even after the negotiations are considered very high, fresh Bids shall be invited. |
| 5.15 | Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids | 5.13.1 | The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders. |
| 6. Award of Contract | | | |
| 6.1 | Procuring Entity's Right to Vary Quantities | 6.1.1 | If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Bidding Document. |
| | | 6.1.2 | Order for additional quantity of an item of the Works upto 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price. |
| 6.2 | Acceptance of the successful Bid and award of contract | 6.2.1 | The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports etc., shall accept or reject the successful Bid. |
| | | 6.2.2 | Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications. |

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| | | 6.2.3 | A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid. |
| | | 6.2.4 | The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidders in the Bidding Document for the subject matter of procurement. |
| | | 6.2.5 | Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted. |
| | | 6.2.6 | If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Bidder given in the Bidding Document. |
| 6.3 | Signing of Contract | 6.3.1 | In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV still to be legally constituted, all parties to the JV shall sign the Agreement. |
| | | 6.3.2 | If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules. |
| | | 6.3.3 | The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. |
| 6.4 | Performance Security | 6.4.1 | Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement. |
| | | 6.4.2 | (i) The amount of Performance Security shall be ten percent, or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS. |

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| | | | (ii) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract. |
| | | 6.4.3 | <p>Performance Security shall be furnished in one of the following forms as applicable-</p> <ul style="list-style-type: none"> i. Deposit through eGRAS; or ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or iv. Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or v. Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. |
| | | 6.4.4 | Performance Security furnished in the form of a document mentioned at options i. to v. of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including defect liability period, operation and/ or maintenance period, if any. |
| | | 6.4.5 | Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the |

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| | | | Contract satisfactorily. |
| | | 6.4.6 | <p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-</p> <ol style="list-style-type: none"> when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or when the Bidder fails to commence the Works as per Work order within the time specified; or when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or when any terms and conditions of the Contract is breached; or Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or if the Bidder breaches any provision of the Code of Integrity as specified for the Bidders in the Act, Chapter VI of the Rules and this Bidding Document. <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p> |
| 7. Grievance Handling Procedure during Procurement Process (Appeals) | | | |
| 7 | Grievance handling procedure during procurement process | 7.1 | Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB. |

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**(1) Filing an appeal**

(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Appeal not to lie in certain cases

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

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

(3) Form and procedure of filing an appeal

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(4) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

Annexure**FORM No. 1****[See rule 83]****Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:

.....

(Supported by an affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

Section II: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I: Instructions to Bidders. The following specific data for the works shall complement, amend, or supplement the provisions in Instructions to Bidders – Section I. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders (ITB).

Contents

1. Introduction
2. Bidding Documents
3. Preparation of Bids
4. Submission and Opening of Bids
5. Evaluation and Comparison of Bids
6. Award of Contract
7. Appeals

1. Introduction

| | | | | | | | | | | | | | | | | | | | | | | |
|------------------|--|-------------------------------|-------------|--------|----|----------|--------|----|-------------|-------------------------------|----|----------|----------------------|----|----------------|----------------------------|----|-------------------------|-------------------|----|----------------------------|-------------------|
| ITB1.1.1 | <p>The number of the Invitation for Bids is:</p> <p>The Procuring Entity is : Chief Engineer, Directorate of Local Bodies, "Swayat Shasan Bhawan" at G- 3 Rajmahal residency Area, Near Civil Line Railway Crossing, Jaipur-302007</p> <p>The name of the Works is : Design, Construction and Development of Sanitary Landfill Site of 1,30,000 Cubic Meter Capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as Amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota South</p> <p>Total estimated cost is Rs 8.00 crore</p> | | | | | | | | | | | | | | | | | | | | | |
| ITB 1.4.1 | <p>The Joint Ventures / Consortiums are permitted /not permitted: Joint ventures are permitted comprising not more than two (2) including lead member. The equity under JV of lead member should be 51% at the minimum and that of other member should 26% at the minimum.</p> | | | | | | | | | | | | | | | | | | | | | |
| ITB 1.4.2 | <p>A Bidder may be a natural person, private Entity, government-owned Entity or bidder / both partners of JV must be a person /Firm/ private Ltd. company /Limited Company/Govt. undertaking company/Society/NGO/Trust.</p> | | | | | | | | | | | | | | | | | | | | | |
| ITB 2.1.3 | <p>Non-refundable Rs 5000/- (Rupees Five Thousand Only) drawn in favour of Director Local Bodies, Raj. Jaipur payable at Jaipur, towards the cost of Tender Document & RISL processing fee Rs 1000/- (Rupees One Thousand Only) drawn in favour of MD, RISL payable at Jaipur from any Scheduled Commercial Bank. Tender fee and processing fee shall be deposited through e-Grass system as detailed below:</p> <table><tr><td>S.No</td><td>Description</td><td>Detail</td></tr><tr><td>1.</td><td>District</td><td>Jaipur</td></tr><tr><td>2.</td><td>Office name</td><td>2371-Directorate Local Bodies</td></tr><tr><td>3.</td><td>Treasury</td><td>Secretariat , Jaipur</td></tr><tr><td>4.</td><td>Deptt. ID Name</td><td>56-Local Bodies Department</td></tr><tr><td>5.</td><td>Bid Document Fee A/c No</td><td>0075-00-800-52-01</td></tr><tr><td>6.</td><td>RISL Processing Fee A/c No</td><td>8658-00-102-16-01</td></tr></table> | S.No | Description | Detail | 1. | District | Jaipur | 2. | Office name | 2371-Directorate Local Bodies | 3. | Treasury | Secretariat , Jaipur | 4. | Deptt. ID Name | 56-Local Bodies Department | 5. | Bid Document Fee A/c No | 0075-00-800-52-01 | 6. | RISL Processing Fee A/c No | 8658-00-102-16-01 |
| S.No | Description | Detail | | | | | | | | | | | | | | | | | | | | |
| 1. | District | Jaipur | | | | | | | | | | | | | | | | | | | | |
| 2. | Office name | 2371-Directorate Local Bodies | | | | | | | | | | | | | | | | | | | | |
| 3. | Treasury | Secretariat , Jaipur | | | | | | | | | | | | | | | | | | | | |
| 4. | Deptt. ID Name | 56-Local Bodies Department | | | | | | | | | | | | | | | | | | | | |
| 5. | Bid Document Fee A/c No | 0075-00-800-52-01 | | | | | | | | | | | | | | | | | | | | |
| 6. | RISL Processing Fee A/c No | 8658-00-102-16-01 | | | | | | | | | | | | | | | | | | | | |
| ITB 2.2.1 | <p>For clarification purposes only, the Procuring Entity's address is :</p> <p>Attention: : Chief Engineer, Directorate of Local Bodies, Raj. Jaipur</p> <p>Complete Address with Floor and Room number: "Swayat Shasan Bhawan" at G- 3 Rajmahal residency Area, Near Civil Line Railway Crossing, Jaipur-302005</p> <p>Email address: cedlbjp@gmail.com</p> | | | | | | | | | | | | | | | | | | | | | |

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| ITB 2.2.2 | <p>The Pre-Bid conference will be held</p> <p>The time and date will be: 11.07.2022 at 15.00 Hrs and other details are:</p> <p>Name and Designation of the convener Chief Engineer</p> <p>Complete Address with Floor/Room number: Conference hall "Swayat Shasan Bhawan" at G- 3 Rajmahal residency Area, Near Civil Line Railway Crossing, Jaipur-302007</p> <p>Email address: cedlbp@gmail.com</p> |
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2. Contents of Bidding Document

3. Preparation of Bids

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| ITB 3.2.1 | The language of the bid shall be : English |
| ITB 3.3.2 | <p>The Bidder shall submit the following additional documents with its Technical Bid :</p> <p>(i) Online submission of Technical Bid along with required supporting document As per bid document/RFP</p> |
| ITB 3.3.3 | <p>The Bidder shall submit the following additional documents with its properly bound Financial Bid :</p> <p>(i) Financial Proposal Submission Sheet</p> <p>(ii) BoQ in prescribed excel format on line through eproc.rajasthan.gov.in website</p> |
| ITB 3.5.2 | The prices quoted by the Bidder shall be fixed / variable: fixed |
| ITB 3.6.1 | The unit rates and the prices may be quoted by the bidders in following other currencies: in Indian Rupee (INR) |
| ITB 3.9.1 | The bid validity period shall be 120 days from deadline for submission of bids. |
| ITB 3.10.1/ 3.10.2 | <p>A Bid Security /Bid- Securing Declaration shall be required / not required: Required</p> <p>If a bid security is required, the amount and currency of the bid security shall be (Amount in Rupees in figures and words) : (2% of estimated cost)</p> <p>Rs 16.00 lacs (Rupees Sixteen Lacs only) to be remitted through Bank Guarantee in favour of Director Local Bodies, Jaipur.</p> |
| ITB 3.11.2 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney on non Judicial stamp paper |

4. Submission and Opening of Bids

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| ITB 4.2.1 | <p>The deadline for bid submission is: On line submission through eproc.rajasthan.gov.in website</p> <p>Date: 28.07.2022</p> <p>Time: 15:00 Hrs</p> |
| ITB 4.5.1 | <p>The bid opening shall take place at: through eproc.rajasthan.gov.in website</p> <p>Date: 29.07.2022</p> <p>Time: 15:00 Hrs</p> <p>Complete Address with Floor and Room number: "Swayat Shasan Bhawan" at G- 3 Rajmahal residency Area, Near Civil Line Railway Crossing, Jaipur-302007</p> |

5. Evaluation and Comparison of Bids**6. Award of Contract**

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| ITB 6.4.2 | The period within which the Performance Security is to be submitted by the successful Bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 30 Days. |
| ITB 6.4.2 | <p>Performance Security at the rate of 10 percent of the contract value or Performance Security Declaration, as the case may be, shall be required. Performance Security as per the Rajasthan Transparency in Public Procurement Rules 2013 Rule 75</p> <p>The successful Bidder shall furnish a Performance Guarantee as Security Deposit (in the form of Demand Draft or Bank Guarantee) for a value of 3% of estimated project cost. The unconditional and revocable Bank Guarantee should be issued by any National / Schedule bank en cashable / revocable at Jaipur, towards the Performance Security for the due fulfillment of the contract conditions</p> |
| | Additional Performance Security as per the Rajasthan Transparency in Public Procurement Rules 2013 Rule 75 A |

7. Redressal of Grievances (Appeals)

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| ITB 7.1.1 | <p>The designation and complete address of the First Appellate Authority is:</p> <p>Designation and Address of First Appellate Authority, including Room Number and Floor No., if any, is: Director cum Joint Secretary, Local Self Government Department, GoR, Address G-3 Rajmahal Residency Near Civil Lines Railway Crossing Jaipur City : Jaipur Telephone No. with STD Code: 0141-2222403 Fax: 0141-2222403 Email address: dlbrajasthan@gmail.com</p> <p>The designation and complete address of the Second Appellate Authority is:</p> <p>The Designation and Address of Second Appellate Authority, including Room Number and Floor No., if any, is: Secretary, Local Self Government Department, Govt. of Rajasthan, Address G-3 Rajmahal Residency Near Civil Lines Railway Crossing Jaipur City : Jaipur Telephone No. with STD Code: 0141-2222403 Fax: 0141-2222403 Email address: dlbrajasthan@gmail.com</p> |
| | Jurisdiction of Court at Jaipur Court only |

Section III : Evaluation and Qualification Criteria

A. Evaluation Criteria

1.1 The successful Bid will be the lowest tipping fee/Highest royalty evaluated responsive Bid which qualifies in technical evaluation.

1.2 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail.

B. Qualification Criteria

The Procuring Entity may include other qualification criteria also as per the requirement of the nature of the concerned Works.

1. Eligibility:

| | Criteria | Compliance Requirements | | | | Documents |
|---|--|-------------------------|---|-----------------------|----------------|--|
| | Requirement | Single Entity | Joint Venture | | | Submission Requirements |
| | | | All Partners Combined | Each Partner | One partner | |
| i) Nationality | Nationality in accordance with ITB sub Clause 1.4.2 | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | Not applicable | As per forms ELI 1, ELI 2 with attachments. |
| ii) Conflict of Interest | No conflicts of interest in accordance with ITB Sub-clause 1.4.3 | Must meet requirement | Existing or intended JV must meet requirement | Must meet requirement | Not applicable | Letter of Bid |
| iii) Debarment/ Transgression by any Procuring Entity. | Must declare | Must declare | Must declare | Must declare | Not applicable | Declaration form given in the Bidding Document |
| iv) Declaration Regarding Qualifications under Section 7 of the Act: | Must declare | Must declare | Must declare | Must declare | Not applicable | A declaration regarding qualifications of the Bidder as required under Section 7 of the Act shall be given in specified format given |

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| | | | | | | in Section IV, Bidding Forms. |
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2. Pending Litigation:

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| Pending Litigation | All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth. | Must meet requirement by itself or as partner to past or existing JV | Not applicable | Must meet requirement by itself or as partner to past or existing JV | Not applicable | Form LIT -1 |
|---------------------------|--|--|----------------|--|----------------|-------------|

3. Financial Situation:

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| i) Historical Financial Performance | Submission of audited accounts for the last 3 years (2020-21, 2019-20, 2018-19) to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities must be positive. | Must meet requirement | Not applicable | Must meet the requirement | Not applicable | Form FIN-1 with attachments |
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For Guidance: The financial information provided by a Bidder should be reviewed in its entirety to allow a truly informed judgment, and the pass-fail decision on the financial position of the Bidder should be given on this basis. Any abnormal features which may lead to financial problems should alert the Procuring Entity to seek expert professional advice for further review and interpretation.

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| ii) Average Annual Construction Turn over | Minimum average annual construction Turnover of Rupees 4.00 crore, calculated as total certified payments received for Contracts completed or in progress with in the last 03 years (2020-21, 2019-20, 2018-19) | Must meet requirement | Must meet requirement | Must meet 60% of the requirement as lead member of JV | Must meet 26% of the requirement as member of JV | Form FIN-2 |
| iii) Financial Resources | Using Forms FIN-3 and FIN- 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and | Must meet requirement | Must meet requirement | Must meet 60% of the requirement | Must meet 26% of the requirement | Form FIN-3 |

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|---|--|--|--|--|--|--|
| | other financial means, other than any contractual advance payments to meet: (1) The following cash-flow requirement 25% of total estimated cost i.e. Rs 2.00 crore, and (2) The overall cash flow requirements for this contract and its current works commitment. | | | | | |
| <p><i>Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant /member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India</i></p> | | | | | | |

4. Experience:

| (i) General Construction Experience | Experience under construction contracts of solid waste management projects/remediation of Municipal Solid Waste Dump site/Landfill mining in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid submission deadline. Bidder must be a registered Contractor enlisted with any Govt. Department/ Organization equivalent to Class AA Contractor or higher of any state of India OR Bidder must be Business Entity, Business entity means Registered partnership Firms/Proprietary/ Limited Liability Partnership Firms | Must meet requirement | Not applicable | Must meet requirement | Not applicable | Form Exp-I And Copy of Valid Certificate |
|--|---|-----------------------|----------------|-----------------------|----------------|--|
| | | | | | | |

| | | | | | | |
|---|--|-----------------------|-----------------------|-----------------------|-----------------------|--------------------------------------|
| | registered under LLP Act, 2008/ a Company incorporated in India under the Companies Act, 1956/ 2013/Society/NGO/Trust/PSU. Bidder shall furnish necessary proof for the registration | | | | | |
| ii | Bidder must have a valid GST Registration number | Must meet requirement | | Must meet requirement | Must meet requirement | Copy of GST Registration certificate |
| iii | Bidder must have a valid Permanent Account Number (PAN) given by Income Tax Department | Must meet requirement | | Must meet requirement | Must meet requirement | Copy of PAN Card |
| iv | Bidder should have ISO certification (ISO 9001:2015) for quality management system | Must meet requirement | | Must meet requirement | | Copy of ISO certificate |
| v | Bidder should have ISO certification (ISO 14001:2015) for environment management certificate | Must meet requirement | | Must meet requirement | | Copy of ISO certificate |
| (ii) Specific Construction Experience | | | | | | |
| (a) Contracts of similar size and nature | Participation as contractor, management contractor, or subcontractor, for solid waste management projects/remediation of Municipal Solid Waste Dump | Must meet requirement | Must meet requirement | Not applicable | Not applicable | Form EXP - 2(a) |

| | | | | | | |
|--|--|--|--|--|--|--|
| | <p>site/Landfill mining in at least</p> <p>Single work 80% of estimated quantity (104000 CUM)</p> <p>Or</p> <p>Two works 50% of estimated quantity (65000 CUM)</p> <p>Or</p> <p>Three works 40% of estimated quantity (52000 CUM)</p> <p>within the last 5 years, each which have been successfully or are substantially completed (atleast 90% of the contract amount) and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics</p> | | | | | |
|--|--|--|--|--|--|--|

Note:

- i. Declaration Regarding Qualifications under Section 7 of the RTPP Act 2012 and debarment under section 46 of the Act on non Judicial Stamp Paper (Rs 100/- each)
- ii. For experience claim bidder should provide copy of work order and its completion related documents viz: performance certificate/payment related document of GoI/GoR/ULB/Government undertaking/Public Sector Undertaking/Government Enterprises. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from government/PSU organizations duly signed not below the rank of Executive Engineer or equivalent or higher Authorities. .
- iii. Average annual turnover calculation sheet in Table A, B duly signed by CA (copy of audited balance sheet along with technical proposal)
- iv. Bidder has the necessary qualifications to successfully fulfill its obligations under the contract and for their qualification criteria only readable relevant papers regarding technical experience should be submitted with their technical bid. Verification of documents shall be carried out by the issuing Authority if required.
- v. All form as prescribed in Section IV (Bidding forms) shall be filled and submit along with relevant part of bid

Section IV: Bidding Forms**Contents**

| S. No | Particulars |
|--------------|--|
| 4.1 | Technical Bid Check List |
| 4.2 | Letter of Technical Bid |
| 4.3.1 | Bid Security (Bank Guarantee Unconditional) |
| 4.3.2 | Bid Securing Declaration |
| 4.4.1(a) | Form PER-1 |
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| 4.5.1 | Form ELI-1 |
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| 4.5.9 | Form EXP-1 |
| 4.5.10 | Form EXP-2(a) |
| 4.5.11 | Form EXP-2(b) |
| 4.6 | Sample format for evidence of access to or availability of credit facilities |
| 4.7 | Declaration by the Bidder under Sections 7 and 11 of the Act |
| 4.8 | Letter of Financial Bid |
| 4.9 | Bill of Quantities / Activity Schedule |

4.1 Technical Bid [With reference to Section III] Check List

The Technical Bid/ Proposal must necessarily contain scanned readable copies of all the filled up forms of Technical Bid alongwith attested copies of the relevant referred documents as proof:

1. Letter of Technical Bid.
2. Details of Registration/ Incorporation of the Bidder as firm/ company/ society etc. including complete address, telephone/ fax/ mobile numbers, e-mail address etc. (enclose copies of certificate of registration/ incorporation issued by concerned authority like Registrar of Firms, Registrar of Companies, Registrar of Societies, etc., Memorandum of Association/ Partnership Deed/ By-laws/ others.
3. Power of Attorney/ Authority authorizing the person signing the Bid.
4. Enlistment details with address and contact details of the enlisting authority (enclose copy of Enlistment Certificate of appropriate class).
5. Permanent Account Number (PAN) Card issued by Income Tax Department.
6. GST Registration Certificate and GST Clearance Certificate issued by concerned Commercial Taxes Authority of Rajasthan, valid up to 31.03.2022
7. If Joint Ventures are allowed, document specifying formal intent to enter into an agreement or an existing agreement in the form of JV.
8. Instrument of Bid Security/ Bid Securing Declaration instrument.
9. Receipt/ instrument of cost of Bidding Document.
10. Receipt/ instrument of bid processing fee.
11. Audited Statements of Accounts for the past 3 Financial Years.
12. Declaration by the Bidder regarding Code of Integrity, Conflict of Interest, Qualification and Eligibility.
13. Bid capacity statement.
14. Any modifications, substitutions, or withdrawal in the Bid.
15. Financial details (except the Financial Bid) of the Bidder, as requested.
16. List of key personnel with recent signed CVs
17. List of mechanical and other equipment (owned or leased), as required, with proof of ownership or confirmed lease.
18. List of laboratory equipment and personnel.
19. Quality Assurance plan including ISO inspections.
20. Mobilization Schedule.
21. Construction Schedule (on MS Project or other similar software).
22. Qualifying works experience.
23. Construction safety plan (subject to safety audit) .
24. Method Statement.
25. All Technical Bidding forms duly completed and digitally signed.
26. Others considered necessary to strengthen the bid.
27. Signed copy of bid document

Signature of Authorised Signatory

4.2 Letter of Technical Bid**Technical Bid Submission Sheet**

Date: _____ NIB No.: _____

Alternative No., if permitted: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____
- (b) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to execute the following Works as per designs, drawings, specifications, terms and conditions: _____
- (c) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price, or get it deducted from our running and final bills, or shall submit a Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other eligible countries;
- (f) We are not participating, as Bidder, in more than one Bid for this Works in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, have not been debarred by the State Government or the Procuring Entity;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Works till completion of all our obligations under the Contract;

(l) Other comments, if any:

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

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

Complete Address _____

Tel: _____ Fax: _____

E-mail: _____

4.3.1 Bid Security (Bank Guarantee Unconditional)**Form of Bid Security***[insert Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** *[insert Name and Address of Procuring Entity]***Date:** *[insert date]***BID GUARANTEE No.:** *[insert number]*

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

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

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

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
 - (ii) failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) has not accepted the correction of arithmetical errors in accordance with the ITB; or
- (d) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

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

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

Signed: _____

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

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

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

[insert name of the Bank]

Dated on _____ day of _____,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank]

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

4.3.2 Bid Securing Declaration**Form of Bid Securing Declaration**

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

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

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

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

We, the undersigned, declare that:

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

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

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter “the BDS”); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the BDS,
- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

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

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

Signed: _____

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

Name: _____

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

In the capacity of: _____

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

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

[insert complete name and address of the Bidder]

Dated on _____ day of _____,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

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

4.4.3 Site Organization:

[Comment on site office, Quality Control Laboratory, Procuring Entity's site office, labour camps, safety plan, Security, storage of material, enabling services etc.]

Signature of Authorised Signatory

4.4.4 Method Statement

[State the methodological process to execute the key items of works]

Signature of Authorised Signatory

4.4.5 Mobilization Schedule

[Preferably in the form of a bar chart]

Signature of Authorised Signatory

4.4.6 Construction Schedule

[On MS Project or other similar software indicating the critical path]

Signature of Authorised Signatory

4.5 Bidder's Qualification

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

4.5.1 Form ELI - 1: Bidder's Information Sheet

| BIDDER'S INFORMATION | |
|---|--|
| Bidder's legal name | |
| In case of JV, legal name of each partner | |
| Bidder's country of constitution. | |
| Bidder's year of constitution | |
| Bidder's legal address in country of constitution | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| <p>Attached are attested copies of the following original documents:</p> <ol style="list-style-type: none"> 1. In case of single entity, certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm or JV named in above. 3. In case of JV, letter of intent to form JV or JV agreement. | |

Signature of Authorised Signatory

4.5.2 Form ELI – 2 : JV Information Sheet

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

Each member of a JV must fill in this form

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

Signature of Authorised Signatory

4.5.3 Form LIT 1- Pending Litigation**Each Bidder or each member of a JV must fill in this form***(To be certified by the statutory auditors of the Bidder)*

| Pending Litigation | | | |
|--|-------------------|-------------------------------|---|
| <input type="radio"/> No pending litigation in accordance with Section III (Evaluation and Qualification Criteria). <input type="radio"/> Pending litigation in accordance with Section III (Evaluation and Qualification Criteria) | | | |
| Year | Matter in Dispute | Value of Pending Claim in INR | Value of Pending Claim as a Percentage of Net Worth |
| | | | |
| | | | |
| | | | |

Signature of the statutory auditors

Signature of Authorised Signatory

4.5.4 Form FIN - 1: Financial Situation**Each Bidder or member of a JV must fill in this form***(To be certified by the statutory auditors of the Bidder)*

| | Financial Data for Previous 3 Years [In Rs. Lacs] | | |
|---|--|---------|---------|
| | 2020-21 | 2019-20 | 2018-19 |
| 1. Total Assets | | | |
| 2. Current Assets | | | |
| 3. Total Liabilities | | | |
| 4. Current Liabilities* | | | |
| 5. Profits Before Taxes | | | |
| 6. Profits After Taxes | | | |
| 7. Net Worth [= 1 – 3] | | | |
| 8. Dedicated Revolving Line of Credit (as per format) | | - | - |
| 9. Available Working Capital [= 2 - 4] + [8] | | | |
| 10. Return on Equity [= 5 / 7 of prior year] | | | |
| <input type="checkbox"/> Attached are copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions: <ul style="list-style-type: none"> • All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies. • Historic financial statements must be audited by a certified accountant. • Historic financial statements must be complete, including all notes to the financial statements. • Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). • As per International Accounting, Current Liabilities shall include loan and other repayments due within one year. • If the bidder feels that its financial capacity may be insufficient it may include with the bid a letter from a reputed bank, addressed to the Director cum Joint Secretary, Local Self Government Jaipur , which describes the revolving line of credit that the bidders is eligible for with the bank. A sample “Letter of Assured Line of Credit” that is to be issued by the bank and acceptable to Employer. | | | |

Working capital of year 2020-21 shall be taken for evaluation

Information from Profit & Loss Account/ Income & Expenditure Statement

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

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

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

Signature of the statutory auditors

Signature of Authorised Signatory

4.5.5 Form FIN – 2 : Average Annual Construction Turnover in Rupees**Each Bidder or member of a JV must fill in this form***(To be certified by the statutory auditors of the Bidder)*

| Annual Turnover Data for the last 3 years (<i>Construction works only</i>) | |
|--|---------------|
| Year | Amount-Rupees |
| 2020-21 | |
| 2019-20 | |
| 2018-19 | |
| Average Annual Construction Turnover | |

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. ***To bring the earlier year's amount to the last financial year's level a multiplier of 1.08 per year may be applied.*** For JV partners from other countries, the conversion to Rupees shall at the rates prevailing on the 31st. March of that year.

Signature of the statutory auditors

Signature of Authorised Signatory

4.5.6 Form FIN – 3 : Financial Resources - Rupees

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

| FINANCIAL RESOURCES | | |
|---------------------|---------------------|------------------|
| S.No | Source of Financing | Amount in Rupees |
| | | |
| | | |
| | | |
| | | |

Signature of Authorised Signatory

4.5.7 Form FIN- 4: Current Contract Commitments / Works in Progress

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

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

Signature of Authorised Signatory

4.5.8 Power of Attorney**POWER OF ATTORNEY**

(On Stamp paper of appropriate value)

Know all persons by these presents, We..... *[name of the Consultant/ Bidder and address of its registered office]* do hereby constitute, appoint and authorize Mr. / Ms. *[name and residential address]* who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal/ Bid for *[name of the project/ assignment]*, including signing and submission of all documents and providing information/ responses to *[designation of procuring entity]* in all matters in connection with our Proposal/ Bid for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated:.....

Accepted.

[Signature, Name and designation of the Attorney]

[Signature and Name of the Consultant/ Bidder with corporate seal]

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

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

Signature of Authorised Signatory

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

| CONTRACT OF SIMILAR SIZE AND NATURE | | |
|--|--|-----------------|
| Contract No.of..... | Contract Identification | |
| Award Date | | Completion Date |
| Role in Contract | Contractor / Management Contractor / Subcontractor | |
| Total Contract Amount | INR | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| Procuring Entity's Name, Address, Telephone Number, Fax Number, E-mail address | | |
| Description of Similarity in accordance with criteria 4(ii) (a), Section III | | |
| Similarity, size, nature complexity [The Procuring Entity should insert here contract size, complexity, methods, technology or other characteristics as described in Section VI (Procuring Entity 's Requirements) against which the Bidder demonstrates similarity in the box on the right-hand-side.] | | |

Signature of Authorised Signatory

4.5.11 EXP - 2(b) : Specific Construction Experience in Key activities

| CONTRACT WITH SIMILAR KEY ACTIVITIES | | |
|---|--|-----------------|
| Contract No.of. | Contract Identification | |
| Award Date | | Completion Date |
| Role in Contract | Contractor / Management Contractor / Subcontractor | |
| Total Contract Amount | INR | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| Procuring Entity's Name, Address, Telephone Number, Fax Number, E-mail address | | |
| Description of the Key-activities in accordance with Criteria 4(ii) (b) of Section III | | |
| [The Procuring Entity should insert here production rate(s) for the Key activities in the subject contract against which the Bidder demonstrates in the box on the right-hand-side. production rate(s) achieved by him on previous contracts) | | |

Signature of Authorised Signatory

4.6 Sample format for evidence of access to or availability of credit facilities

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES
(to individual firms or each partner of a JV by his bank)

BANK CERTIFICATE

Name of the Bank with Branch address

Date

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

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

Signature

Name

In the capacity of

Telephone No. Fax No. E-mail

Seal of the Bank

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

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

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

Date:

Signature of Bidder

Place:

Name :

Designation:

Address:

4.8 Letter of Financial Bid**Financial Bid Submission Sheet**

Date: _____

NIB No.: _____

Alternative No., if permitted: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.:-
_____(b) We offer to execute in conformity with the Bidding Document the following Works:
_____(c) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is:
_____(d) The discounts offered, if permitted, and the methodologies for their application are:

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

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

(g) Other comments, if any:

Name: _____

In the capacity of: _____

Signed: _____

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

Complete Address _____

Date: _____

Tel: _____ Fax: _____ E-mail: _____

4.9 Bill of Quantities (Activity Schedule in case of Lump Sum Contract)

1. The Bill of Quantities (BOQ) shall be read in conjunction with the Conditions of Contract (General and Special), Technical Specifications (including BIS and IRC), design and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, 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 by the Contractor and as measured and verified by the Engineer- in-charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer-in-charge may fix within the terms of the Contract.
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, machinery & equipment, T&P, quality assurance, erection, defect liability, maintenance (if included in the Contract), insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted in the units indicated and entirely in Indian Rupees.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, including miscellaneous items involved in the concerned item, and items not mentioned in the BOQ but required to be executed will be considered as variation items.
6. General directions and descriptions of works and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities. The execution of various items shall be in full conformance to the relevant specifications and codes, drawings and designs as confirmed through sampling and testing and the third party quality inspection as per ISO 17020.
7. The method of measurement of completed work for payment shall be in accordance with IS 1200.
8. In case of Lump Sum Contract, the payments shall be linked to completion of various stages of the Works as per design, drawings and specifications.
9. For works for which a maintenance period of 3-5 years is also specified in addition to the defect liability period. The regular maintenance may become a part of the BOQ of the Contract as a lump sum amount per annum to be paid on quarterly basis.

BoQ in excel format as taken from e-tendering system and enclosed with RFP/bid document

4.10 Joint Venture Agreement (Between not more than two firms)

(ON Rs 1000 STAMP PAPER)

Memorandum of Understanding for JOINT VENTURE

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

BETWEEN

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

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

Hereinafter jointly referred to as the "**Parties**" and individually as "**Each Party**" or "**a Party**" as the case may be.

WHEREAS,

A) **Director, Directorate of Local Bodies, Jaipur** (hereinafter referred to as the **DLB, Jaipur** or procuring entity) invited bid for

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the "**JV**") to jointly execute the above project in all respect

NOW THEREFORE IT IS HEREBY AGREED as follows

ARTICLE 1: JOINT VENTURE:

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

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

ARTICLE 2: JOINT VENTURE NAME:

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

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

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

ARTICLE 4: PROPORTIONATE SHARE:

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

Lead Partner: Financial responsibility: -----

Physical responsibility: -----

Other Partners: Financial responsibility: -----

Physical responsibility: -----

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

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

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

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

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

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

ARTICLE 6: EXCLUSIVITY:

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

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

ARTICLE 7: Memorandum of Understanding:

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

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

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

ARTICLE 8: ARBITRATION:

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

ARTICLE 9: GOVERNING LAWS:

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

ARTICLE 10: CONFIDENTIALITY:

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

ARTICLE 11: ADDRESS OF CONSORTIUM:

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

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

ARTICLE 12: Authorized Representative:

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

Authorized Representative of JV: _____

ARTICLE 13: ASSIGN ABILITY:

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

ARTICLE 14: INTERPRETATION OF HEADINGS:

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

ARTICLE 15: OTHERS

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

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

Signed by _____)
For and on behalf of _____)

in the presence of: _____)

Name: _____
Designation: _____

Name:
Designation:

Signed by _____)
For and on behalf of _____)

in the presence of: _____)

Name:
Designation:

Name :
Designation:

Section V - Procuring Entity's Requirements

Contents

1. Specifications
2. Drawings
3. Supplementary Information
4. Quality Assurance Plan
5. Procuring Entity's General Requirements

This Section contains the Specifications, the Drawings, and supplementary information that describe the Works to be procured and Quality Assurance Plan for the executed Works. Following guidelines are given for preparing Procuring Entity's requirements

5.1 Specifications

1. Precise and clear Specifications or specific clause references to standard specifications are a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their bids. To attract the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship be provided in the Specifications. If this is done, the objectives of economy, efficiency, and equality in procurement will be realized, responsiveness of bids will be ensured, and the subsequent task of bid evaluation will be facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are pretested and approved. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the Permanent Works, the extent of his obligations must be stated in Contractor's General Obligations.
2. In more complex cases, a "turnkey" or "design-and-construct" approach may be more appropriate, in which cases a two-stage bidding process is recommended .
3. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. The surveys, investigations, designs, drawings and other details provided by the Procuring Entity shall be verified and confirmed by the Contractor to his entire satisfaction. The Contractor shall hold the Procuring Entity indemnified against possible errors in execution on account of the data and details provided by the Procuring Entity.

5.2 Drawings

- i. It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the Contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are rendered illegible.
- ii. A simplified map showing north, the location of the Site in relation to the local geography, including major roads, airports, and railroads, is helpful.
- iii. The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and to price the Bill of Quantities.

5.3 Supplementary Information

The Bidder having visited and inspected the Site before the submission of his Bid, shall detail any supplementary information gathered by him from the Site about the positive or negative impacts of the site conditions, air or water. He may also indicate if any adverse impact of the site conditions has bearing (including extent thereof) on the rates bid by him. Likewise, if the Procuring Entity acquires any supplementary information to support the execution of the project, he shall share it with all the Bidders. **5.4**

Quality Assurance Plan

The Procuring Entity shall specify here the three tier quality assurance requirements for the Works to be executed. The bidder shall enclose his quality assurance plan, stating the methodology/ responsibility for sampling, testing/ confirmatory testing, testing frequencies, statistical quality controls, observation/ report formats, acceptance criteria, issue and resolution of Non Conformance Reports etc.

5.5 Procuring Entity's General Requirements

The Procuring Entity requires that:

1. The Contractor shall critically examine, confirm all geo-tech investigations, levels, findings and evaluate the designs, drawings, details and BOQ/ Activity Schedule documents provided by the Procuring Entity and specifically point out modifications, if any, required to these documents. Such modifications should not dilute the specifications or durability of the structures.
2. Pretest and confirm/ seek approval from the Procuring Entity of all input materials. Suggest any suitable local materials along with its test data for use in the Works through value engineering. Any non-conformance or failure of the Works on account of use of such materials shall be the responsibility of the Contractor.
3. Ensure use of specified and approved materials, specified procedures, proper equipment and the specified output to ensure proper quality and durability of Works.
4. Prepare a detailed quality assurance plan for execution on a three tier platform with the help of a field laboratory established at his cost. Keep all BIS, IRC and other required codes available in the field laboratory for use. This plan should be complied with in totality.
5. Pre-empt any possibility of force majeure conditions along with proper coordination with the Procuring Entity.
6. Minimise the variations and extensions in the time for completion.
7. Protect the Environment at the Site.
8. Promote a congenial working atmosphere at the Site.
9. Employ the team of engineers as specified in the Contract, skilled and other labour in planned manner.
10. Comply with the instructions of the Engineer-in Charge and the Third Party Quality Inspection Agency, if any, with regard to quality and durability of the Works.
11. Serve faithfully the defect liability and the maintenance period, if any.
12. On completion of the Works prepare the as built drawings and designs for submission to Engineer-in-Charge.
13. Others, as required.

Solid Waste Management (SWM) has always been a challenge in India. One aspect of SWM that still deserved considerable attention is the issue of legacy waste. Uncontrolled and continuous dumping of municipal solid waste has led to hips of legacy waste in the State.

Provisions of SWM Rules, 2016

The Government of India has notified the Solid Waste Management Rules (SWM) Rules, 2016 for proper and effective management of municipal solid waste (MSW). Under the SWM Rules, 2016.

Swachh Bharat Mission (Urban) 2.0

Mission Vision and Objectives

SBM-U 2.0 will be implemented with a vision of achieving “Garbage Free” status for all cities. This will involve the following:

- All households and premises segregate their waste into “wet waste” (from kitchen and gardens) and “dry waste” (including paper, glass, plastic, and domestic hazardous waste and sanitary waste wrapped separately);
- 100% door to door collection of segregated waste from each household/ premise;
- 100% scientific management of all fractions of waste, including safe disposal in scientific landfills;
- All legacy dumpsites remediated and converted into green zones;
- All used water including fecal sludge, especially in smaller cities are safely contained, transported, processed and disposed so that no untreated fecal sludge and used water pollutes the ground or water bodies.
- In order to achieve this vision, the following specific objectives are targeted to be achieved:

In order to achieve this vision, the following specific objectives are targeted to be achieved:

a) Sustainable Solid Waste Management

- I. Ensuring cleanliness and hygiene in public places to make all cities clean and garbage free, with 100% scientific processing of MSW;
- II. reducing air pollution arising out of SWM activities;
- III. phased reduction in use of single-use plastic.

b) Sustainable Sanitation and treatment of used water

- I. Holistic Sanitation, with end-to end solutions (from discharge, containment, evacuation, transportation to safe disposal of all effluents from toilets);
- II. treatment of used water 1 before discharge into water bodies, and maximum reuse of treated used water; eradication of hazardous entry into sewers and septic tanks, and sustaining elimination of manual scavenging, through mechanization of sewer and septic tank cleaning operations; awareness creation along with large scale citizen outreach to create ‘jan andolan’, and institutionalize ‘swachh’ behavior.
- III. Create institutional capacity to effectively implement programmatic interventions to achieve mission objectives

Mission Components for Funding

a. Sustainable Solid Waste Management

Objective: To make all cities clean and garbage free, with 100% scientific processing of Municipal Solid Waste. The following components would be eligible for funding:

- I. Setting up of waste processing facilities such as MRFs, transfer stations, composting plants, bio methanation plants, RDF processing facilities, plastic waste processing facilities, waste to electricity, sanitary landfill, etc.
- II. Procuring mechanized sweeping equipment and setting up processing facilities for effective management of Construction and Demolition (C&D) waste (in 5 lacs plus cities)
- III. Bio-remediation/ capping of all legacy dumpsites in all ULBs

SOLID WASTE MANAGEMENT

This Section contains the Specifications, the Drawings, and supplementary information that describe the Works to be procured and Quality Assurance Plan for the Works to be executed –

Design, Construction and Development of Sanitary Landfill Site of 1,30,000 CUM capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota South

The term landfill is used herein to describe a unit operation for final disposal of municipal solid waste on land designed and constructed with the objective of minimum impact to the environment by incorporating eight essential components described as hereunder:

1. A liner system at the base and sides of the landfill which prevents mitigation of leachate or gas to the surrounding soil.
2. A leachate collection and control facility which collects and extracts leachate from within and from the base of the landfill and then treats the leachate.
3. A gas collection and control facility (optional and small landfills) which collects and extracts gas from within and from the top of the landfill and then treats it or uses it for energy recovery.
4. A final cover system at the top of the landfill which enhances surface drainage, prevents infiltrating water and supports and surface vegetation.
5. A surface water drainage system which collects and removes all surface runoff from the landfill site.
6. An environmental monitoring system which periodically collects and analyses of air, surface water, soil-gas and ground water samples around the landfill site.
7. A closure and post closure plan which lists the steps that must be taken to close and secure a landfill site once the filling operation has been completed and the activities for long term monitoring, operation and maintenance of the completed landfill.

There is a need to enhance the existing MSWM system for Municipal Corporation Kota South (MCKS). As part of this activity MCKS is intended to construct Sanitary Landfill Site of 1,30,000 CUM capacity at gram Rampura.

Kota city is located an altitude of about 253 meters above MSL and lies on 25°11'N and 75°51'E latitude. Kota is located 240 km distance from the state capital. Kota is the railway junction from which we can take trains for all over India. The nearest airport is located at Sanganer, Jaipur just 240 KM away.

1. Regional Linkage of Kota

| S.NO | Name of Location | Approximate Distance |
|------|------------------|----------------------|
| 1. | Jaipur | 240 KM |
| 2. | Agra | 462 KM |
| 3. | Bhopal | 343 KM |
| 4. | Bhilwara | 159 KM |

2. Scope of Work

Major parts of the scope of work:

Design, Construction and Development of Sanitary Landfill Site of 1,30,000 CUM capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota South

A. Brief Scope of Work for the Project

The Scope of the Project (the "Scope of the Project") shall include,

Design, Construction and Development of Sanitary Landfill Site of 1,30,000 CUM capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as amended time to time and Swachh Bharat Mission (Urban) 2 o guidelines for Municipal Corporation Kota South.

B. Procuring Entity's General Requirements

The Procuring Entity requires that:

Bidder have to submit requirements of land for the Construction and establishment of 1,30,000 CUM capacity Sanitary Landfill Site. Required undeveloped land will be provided to successful bidder at gram Rampura for construction of sanitary landfill site of 1,30,000 CUM capacity.

The Contractor have to carry out total station survey at allotted land. Prepare contours survey, RL plan and drawing, Size, specifications and Quantity of each components/ sections, machineries, vehicles of Sanitary Landfill site.

The proposed facilities of MCKS should have minimum following components, but not limited to, the contractor may increase the components as per requirements. Same should be approved by project incharge before implementation. Project incharge will assess the requirements of all components (civil, electrical, vehicles, etc.) and accord his consent to bidder. Contractor shall provide desired details accordingly.

Details of Infrastructure:-

Table A

| Sr. No. | Item | Qty req. | Size/weight of each unit | Unit |
|---------|--|----------|--------------------------|-------|
| 1 | Entry & Exit gate with sliding provisions | 2 | 1500 | KG |
| 2 | Guard room with toilet facilities | 1 | 15 | SQM |
| 3 | Administrative building cum toilet along with necessary furnitures and equipments. | 1 | 100 | SQM |
| 4 | Labour utility room with toilet for male & female (min 3 seat each) | 1 | 50 | SQM |
| 5 | Weighbridge room | 1 | 9 | SQM |
| 6 | Leachate Tank | 1 | As per requirements | CUM |
| 7 | Water storage tank | 1 | As per requirements | |
| 8 | Septic tank | 1 | as per requirements | |
| 10 | Urinals with septic tank/sewerage line | | as per requirements | |
| 11 | Workshop & vehicle parking shed with tool room (min 15mx10m) | 1 | 150 | SQM |
| 12 | Sanitary Landfill cell along with appropriate provisions of Liners, Leachate Collection System & Gas Collection System | 1 | 1,30,000 | CUM |
| 13 | Site dressing- cutting and filling | 1 | as per requirements | |
| 14 | Borewell | 1 | as per requirements | |
| 15 | Internal roads | 1 | as per requirements | Meter |
| 16 | Internal Water supply system | 1 | as per requirements | |
| 17 | Internal electrical work | 1 | as per requirements | |
| 18 | LT & HT electrical work | 1 | as per | |

| Sr. No. | Item | Qty req. | Size/weight of each unit | Unit |
|---------|-----------------------------|----------|--------------------------|-------|
| | | | requirements | |
| 19 | Plantation work | 1 | as per requirements | SQM |
| 20 | Storm water drainage system | 1 | as per requirements | CUM |
| 21 | Water harvesting | 1 | as per requirements | |
| 22 | boundary wall | 1 | as per requirements | Meter |
| 23 | Leachate Drain | 1 | as per requirements | Meter |

Table B

| Sr. No. | Vehicle | Req. No. |
|---------|---|-------------|
| 1 | Chain mounted compactor –min 20 ton class | 1 |
| 2 | Front & loader – (3.5 – 4.5 ton class min) | 1 |
| 3 | Tractor with trolleys (55 hp min) | 2 |
| 4 | Maintenance tools for plant & machinery and vehicles | As per Req. |
| 5 | Fire Fighting Equipments as per prevailing guidelines | As per Req. |
| 6 | PPEs | As per Req. |
| 7 | Internal road Lights | As per Req. |

- The Contractor shall critically examine, confirm all geo-tech investigations, levels, findings and evaluate the designs, drawings, details and BOQ/ Activity Schedule documents provided by the Procuring Entity and specifically point out modifications, if any, required to these documents. Such modifications should not dilute the specifications or durability of the structures.
- Contractor is responsible to obtain all kind of clearances & NOCs required such as Environmental clearance, CGWA NoC for Ground water uses, if required at his own cost.
- The Contractor will submit its methodology along with drawing/flow diagram. Approval has to be taken from concerning project incharge/EE for all input materials and machineries. Suggest any suitable local materials along with its test data for use in the works through value Engineering. Any non-conformance or failure of the works on account of use of such materials shall be the responsibility of the Contractor.
- Ensure use of specified and approved materials, specified procedures, proper equipment & Machineries and the specified output to ensure proper quality and durability of works.
- Prepare a detailed quality assurance plan for execution on a three tier platform with the help of a field laboratory established at his cost. Keep all BIS, IRC, SW Rules, CPHEEO, TAG recommendation and other required codes available in this field for construction and establishment of sanitary landfill facilities.. This plan should be complied with in totality.
- Pre-empt any possibility of force majeure conditions along with proper coordination with the Procuring Entity.
- The concessionaires shall submit the drawing, design of the proposed disposal facility as per Milestone mentioned in Time Frame For execution of Work .
- Minimise the variations and extensions in the time for completion.
- Promote a congenial working atmosphere at the site. Maintain the occupational safety standards at the site.
- Employ the team of Engineers as specified in the Contract, skilled and other labour in planned manner. The team should execute the work as per approved drawings and instruction given time to time from the Engineer-in-charge or its representatives.
- Comply to the instructions of the Engineer-in Charge and the Third Party Quality Inspection Agency, if any, with regard to quality and durability of works.
- Serve faithfully the defect liability and the maintenance period, if any.

- On completion of the Works prepare the as built drawings and designs for submission to Engineer-in-Charge and independent Engineer, as required.
- The Contractor will have to complete the construction and establishment of sanitary landfill site within 12 months time period after award of work order .
- Construction and establishment of Sanitary landfill site of 1,30,000 CUM capacity : bidder have to obtain Environmental Clearance, consent from State/Central Pollution Control Board as may be applicable from time to time for the proposed facility.
- Internal Performance Monitoring: The Contractor shall setup Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints, and monitoring the performance of work force etc.
- Permits & Clearances: Permits and clearance shall be obtained as per but not limited to SW rules 2016, Plastic Waste Management Rules 2016, The Environment Protection Act 1986, The Air (Prevention and Control) Pollution 1981 and Water (Prevention and Control) Pollution 1974 as amended from time to time.
- The projects relating to MSW require a number of clearances including but not limited to the following:
- Prior Environmental Clearance from environmental impact assessment authority/ state pollution control board if any.
- Authorization from State Pollution Control Board for the Sanitary landfill site.
- All other required clearances.
- Note: The all existing and new issued guidelines, rules and regulations (time to time) from GoR&GoI, CPCB, RPCB etc. shall be strictly followed by the contractor.
- Time Frame for execution of work
The Contractor shall mobilize man power, financial resources, vehicles, equipment for the execution of the project in phases as under.

Mile Stone I – 1 Month

1. Start project development survey and planning, within 15 days from the date of issue of work order. Submit detail drawing of Sanitary landfill site. Obtain all Statuary Clearances for initiation of construction of sanitary landfill site.

Mile Stone II – 2 Months

- ✓ Commence the construction of Sanitary landfill site and obtain required permissions as per prevailing rules and regulations
- ✓ Procurement of required equipments and vehicles for Sanitary landfill site.
- ✓ Survey and excavation of landfill cell.

Mile Stone III – 6 months

- ✓ Civil work : 50 % of total work approved
- ✓ Supply of all required machineries and vehicles as per Table B

Mile Stone IV – 10 months

- ✓ Complete the construction of the Sanitary landfill site in terms of the Concession Agreement .
- ✓ Complete supply and Installation of Equipments & vehicles for Sanitary landfill site.

Mile Stone V – 12 months

- ✓ Commence Functioning of Sanitary landfill site. The Contractor shall carry out various activities described in Phase I to IV simultaneously to ensure completion of the task assigned on time.
- ✓ Successful running of Sanitary landfill site.
- ✓ Obtain all Statuary Clearances for O & M from various Govt. organisations.

Note: The Contractor has to provide one vehicle of min 1500 CC engine to Engineer-in-charge/Independent Engineer for inspection and supervision of the work. If Contractor fails to provide vehicle, a penalty of Rs 2000/- per day shall be made.

• Program Schedule

The bidder/consortium of bidders found most appropriate shall submit within 15 days from the date of communication of his selection to the Authority, the Preliminary Operational plan that will be rolled out by them for the implementation of the project together with the PERT chart and modify the same to the satisfaction of the Authority within the overall framework of the RFP document. After the issue of LOA and signing of concession agreement, the Contractor shall submit a detailed development plan as per concession agreement. The progress

& planning of works shall be reviewed from time to time and authority may modify the same depending upon the exigencies of the work and stage of the works.

- Increase in the scope of work.

Looking to the trend of increase in the urban population, the Contractor should plan to handle additional Waste each year during the Contract Period.

- Waste Calibration

The rejects has a normal density between 800 Kg/M³ to 1,000 Kg/M³.

- Recording the weight of the rejects transported to sanitary landfill site.

The Contractor shall ensure weighing of all the inert/rejects transported in the presence of authorized representative of the authority and maintain record duly countersigned by the Authority's representative.

- Monitoring Mechanism by the Authority

The Contractor shall co-operate in the monitoring mechanism adopted by the Authority. For ensuring fairness to both sides a monitoring mechanism is devised as under to keep a day to day record and ensure that Contractor is performing his duties as per the Concession Agreement.

The following Monitoring Mechanism shall therefore be adopted by the Authority besides the internal monitoring to be done by the Concessionaire, he shall extend full support to the authority in this regard.

- Monitoring by the MCKS or his authorized representative

The Municipal Commissioners of MCKS may himself or through his authorized representative inspect the sanitary landfill site any time to satisfy himself whether the work is being carried out as per MSW Rules 2016 as amended time to time & whether the work is carried out as per the terms of contract

a. Recording of weight of Waste Transported:

The SCADA system has to be installed for the recording of weight of waste transported upto Sanitary landfill site. To check through SCADA system, MCKS may designate one person on a monthly rotation basis to monitor and record the waste at the weigh bridge constructed by the Contractor or authorized Weigh Bridge on a day to day basis. The weigh bridge in-charge shall issue receipt in triplicate in the Performa designed by Authority through computerized system. One copy shall be retained by weigh bridge in-charge, and other two copies shall be given to the driver of the vehicle with a direction to hand over one copy to the person in charge of Sanitary landfill site and keep third copy duly signed by supervisor at Sanitary landfill site to the officer authorized by the executive officer.

Weighment figures will be compiled on a daily basis both by weigh bridge in-charge and person in-charge of Sanitary landfill site separately and reported to Officer in-charge as may be designated by the Authority on day to day basis in the prescribed Performa.

Similar record shall be maintained for the residual waste deposited at the disposal site by the Contractor through SCADA system only.

b. Weekly review Meetings

Weekly review meeting will be conducted by the Project Incharge with the Contractor or his authorized representative and concerned sanitation officials. He will review the complaints received and their timely compliance by the Contractor action taken on deficiencies noticed during field visits and give suitable directions for improving performance of the Concessionaire, if found deficient. Minutes of meeting shall be recorded and shared with the Contractor or his representative and his acknowledgement shall be obtained. Penalty due, if any, shall be communicated to the Concessionaire.

The Authority shall monitor the performance of the Contractor in terms of the Concession Agreement and ensure the proper records are maintained for the work done and being done on a day to day basis so that the Concessionaire's performance is objectively assessed for payment and penalties. This will be done to avoid undue harassment to the Contractor while making monthly payments or showing leniency in levy of penalty for

performance. RAJASTHAN STATE SOLID WASTE MANAGEMENT POLICY GUIDELINES-2015 and Rajasthan Solid Waste Management Policy and Strategy, 2019 has been prepared based on MSW rules, CPHEEO manual, Guidelines of GoI/GoR and Swachh Bharat Mission-2. Based on these guidelines, Necessary actions would be taken by Contactor for smooth O&M and available on website for ready reference and use.

Disposal of waste:

Mandatory directions under Solid Waste Management Rules, 2016 have the following provisions for processing of municipal solid waste Land filling shall be restricted to non-biodegradable, inert wastes and other wastes those are not suitable either for recycling or for biological processing. Land filling shall also be carried out for residues of waste processing facilities as well as pre-processing rejects from waste processing facilities. Land filling of mixed waste shall be avoided unless the same is found unsuitable for waste processing. Under unavoidable circumstances or till installation of alternate facilities, land filling shall be done following proper norms. Landfill sites shall mean the specifications as given schedule III of the rules. Guidelines for selection of Landfill Sites as per Solid Wastes Management Rules, 2016 as prescribed below:

Site selection of sanitary landfill site:

The landfill site shall be planned and designed with proper documentation of a phased construction plan as well as a closure plan.

The landfill sites shall be selected to make use of nearby wastes processing facility. Otherwise, wastes processing facility shall be planned as an integral part of the landfill site.

The landfill sites which continue to be used for more than five years shall be improved in accordance of the specifications given in this Schedule.

The landfill site shall be away from habitation clusters, forest areas, and water bodies monuments, National Parks, Wetlands and places of important cultural, historical or religious interest.

A buffer zone of no-development shall be maintained around landfill site and shall be incorporated in the Town Planning Department's land-use plans.

Landfill site shall be away from airport including airbase. Necessary approval of airport or airbase authorities prior to the setting up of the landfill site shall be obtained. Normally landfill site to be located 20 km away from an airport or airbase.

The report should provide a summary of the following aspects relating to site selection:

an expected life of the landfill;

buffer zone around landfill;

distances form habitation clusters, water bodies, forest areas, National Parks, monuments, wetlands etc.;

distance from airport;

record of the highest flood level in the past and

Any other relevant information.

Facilities at site:

Landfill site shall be fenced or hedged and provided with proper gate to monitor incoming vehicles or other modes of transportation.

The landfill site shall be well protected to prevent entry of unauthorized persons and stray animals.

Approach and other internal roads for free movement of vehicles and other machinery shall exist at the landfill site.

The landfill site shall have wastes inspection facility to monitor wastes brought in for landfill, office facility for record keeping and shelter for keeping equipment and machinery including pollution monitoring equipments.

Provisions like weigh bridge to measure quantity of waste brought at landfill site, fire protection equipments and other facilities as may be required shall be provided.

Utilities such as drinking water (preferably bathing facilities for workers) and lighting arrangements for easy landfill operations when carried out in night hours shall be provided.

Safety provisions including health inspections of workers at landfill site shall be periodically made.

Check list for sanitary landfills:

The municipal authority or an operator of a facility is required to make an application in Form-I, for seeking authorization for setting up waste processing and disposal facility including landfills from the State Board or the Committee in order to comply with the implementation of Rules/Schedules.

The state Boards or Committee, after the receipt of application from the municipal authority or the operator of a facility in Form-I, for grant of authorization for setting up of disposal facility including landfills will examine the proposal taking into consideration the views of the other agencies like the State Urban Department, Air Port or Air Base Authority, the Ground water Board or any such other agency prior to issuing the authorization.

In order to facilitate SPCBs/PCCs to examine the received proposals a check-list is necessary to enable an officer of a regulatory Authority (SPCBs/PCCs) to undertake the following:

Assess a report submitted for starting a new landfill,

Assess a report submitted for closure of an existing waste dump or an existing landfill with outliner,

Assess a report for expansion of an existing waste dump or an existing landfill with outliner,

Record- keeping and inspection of a landfill

In making the assessment of a report, the concerned Officer will be checking the same for its comprehensiveness.

The assessment will not be a technical proof-check and the responsibility of the design of each component given in a report will lie with the Organization which has submitted the report (Operator of the landfill or his Design Consultant).

Should the Officer assessing the report find the need for an independent technical proof-check, he shall have the authority to refer parts of the report to an Expert

Specific conditions

Locate landfill sites a minimum of 500 meter (and at least 1.00 km where possible) from any inhabited areas, in locations where no urban expansion is expected in the next 15 years, so that people are not affected by odour or other nuisance from the site;

Locate landfills at sites where there is no risk of flooding or other hazards that might impair functioning of the site and present a risk of damage to the site or its environs;

Locate landfill sites adjacent to STP whenever possible so that leachate can be collected and treated;

Consult the relevant national and/or local archaeological agencies regarding the archaeological potential of proposed landfill sites, to ensure that these are located in areas where there is a low risk of chance finds;

Provide a properly engineered and managed sanitary landfill site that is sealed to prevent leaching of contaminants into surface or groundwater, where refuse is compacted and covered each day, and where there is a separate concreted area for the safe disposal of hazardous waste;

Provide a composting facility for the beneficial use of biodegradable wastes such as vegetable peelings, agricultural waste, etc;

Include a public education and information element to inform communities of their responsibility to place their waste at collection points, and to segregate waste that is suitable for recycling; Urban Drainage.

Legal Requirements

- Environment clearances from MoEF/SEIAA under EIA act 2006 & 2009 & 2016 and amended upto date.
- Consent to Establish from RSPCB under Water and Air act
- Authorization for Rajasthan State Pollution Control Board (RSPCB) under Municipal Solid Wastes (Management and Handling) Rules 2016; or amended upto date
- Consent to Operate from Rajasthan State Pollution Control Board (RSPCB) under Water and Air act (after compilation of construction and before operation)

Note : As per EIA act 2006 amended in 2009 all the landfill projects located site 10.00 Km (aerial distance) away from any (i) Protected Areas notified under the Wild Life (Protection) Act, 1972, (ii) Critically Polluted areas as notified by the Central Pollution Control Board from time to time, (iii) Notified Eco-sensitive areas, (iv) inter-State boundaries and international boundaries.

Strategy of implementation:

Municipal authorities must identify suitable parcel of land for setting up sanitary landfill keeping in view the aforesaid directions contained in the Rules. Thumb rule for land requirement for 25 years for Processing and disposal facilities of MSW:

For small towns and cities upto 3 lac population @2 acres per 10000 population (0.5 acre is for processing and 1.5 acre for landfill site)

For medium size cities having population between 3 lacs and one million @2 acres per 100000 population for processing and 10 acres for landfill site.

Specifications for Sanitary Landfills

The landfill site shall be large enough for at least 5 years and inert material received from bio mining of legacy waste and shall develop 'landfill cells' in a phased manner to avoid water logging and misuse.

The sanitary landfill site shall be planned, designed and developed with proper documentation of construction plan as well as a closure plan in a phased manner.

Landfill sites shall be set up as per the guidelines of the Ministry of Urban Development, Government of India and Central Pollution Control Board. The landfill site shall be 100 meter away from river, 200 meter from a pond, 200 meter from Highways, Habitations, Public Parks and water supply wells and 20 km away from Airports or Airbase. However in a special case, landfill site may be set up within a distance of 10 and 20 km away from the Airport/Airbase after obtaining no objection certificate from the civil aviation authority/Air force as the case may be. The Landfill site shall not be permitted within the flood plains as recorded for the last 100 years, zone of coastal regulation, wetland, Critical habitat areas, sensitive eco fragile areas..

Temporary storage facility for solid waste shall be established with landfill site to accommodate the waste in case of non- operation of waste processing and during emergency or natural calamities.

(B) Criteria for development of facilities at the sanitary landfills:-

- Landfill site shall be fenced or hedged and provided with proper gate to monitor incoming vehicles, to prevent entry of unauthorised persons and stray animals.
- The approach and / internal roads shall be concreted or paved so as to avoid generation of dust particles due to vehicular movement and shall be so designed to ensure free movement of vehicles and other machinery.
- The landfill site shall have waste inspection facility to monitor waste brought in for landfill site, office facility for record keeping and shelter for keeping equipment and machinery including pollution monitoring equipment. The operator of the facility shall maintain record of waste received, processed and disposed.
- Provisions like weigh bridge to measure quantity of waste brought at landfill site, fire protection equipment and other facilities as may be required shall be provided.
- Utilities such as drinking water and sanitary facilities (preferably washing/bathing facilities for workers) and lighting arrangements for easy landfill operations during night hours shall be provided.
- Safety provisions including health inspections of workers at landfill sites shall be carried out made.
- Provisions for parking, cleaning, washing of transport vehicles carrying solid waste shall be provided. The wastewater so generated shall be treated to meet the prescribed standards.

(C) Criteria for specifications for land filling operations and closure on completion of land filling:

- Waste for land filling shall be compacted in thin layers using heavy compactors to achieve high density of the waste. In high rainfall areas where heavy compactors cannot be used, alternative measures shall be adopted.
- Prior to the commencement of monsoon season, an intermediate cover of 40-65 cm thickness of soil shall be placed on the landfill with proper compaction and grading to prevent infiltration during monsoon. Proper drainage shall be constructed to divert run-off away from the active cell of the landfill.
- After completion of landfill, a final cover shall be designed to minimise infiltration and erosion. The final cover shall meet the following specifications, namely :--
- The final cover shall have a barrier soil layer comprising of 60 cm of clay or amended soil with permeability coefficient less than 1×10^{-7} cm/sec.
- On top of the barrier soil layer, there shall be a drainage layer of 15 cm.
- On top of the drainage layer, there shall be a vegetative layer of 45 cm to support natural plant growth and to minimise erosion.

(D) Criteria for pollution prevention.-In order to prevent pollution from landfill operations, the following provisions shall be made, namely:-

- The storm water drain shall be designed and constructed in such a way that the surface runoff water is diverted from the land filling site and leachates from solid waste locations do not get mixed with the surface runoff water. Provisions for diversion of storm water discharge drains shall be made to minimise leachate generation and prevent pollution of surface water and also for avoiding flooding and creation of marshy conditions.
- Non-permeable lining system at the base and walls of waste disposal area. For landfill receiving residues of waste processing facilities or mixed waste or waste having contamination of hazardous materials (such as aerosols, bleaches, polishes, batteries, waste oils, paint products and pesticides) shall have liner of composite barrier of 1.5 mm thick high density polyethylene (HDPE) geo-membrane or geo synthetic liners, or equivalent, overlying 90 cm of soil (clay or amended soil) having permeability coefficient not greater than 1×10^{-7} cm/sec. The highest level of water table shall be at least two meter below the base of clay or amended soil barrier layer provided at the bottom of landfills.
- Provisions for management of leachates including its collection and treatment shall be made. The treated leachate shall be recycled or utilized as permitted, otherwise shall be released into the sewerage line, if available. In no case, leachate shall be released into open environment.
- Arrangement shall be made to prevent leachate runoff from landfill area entering any drain, stream, river, lake or pond. In case of mixing of runoff water with leachate or solid waste, the entire mixed water shall be treated by the concern authority.

(E) Criteria for water quality monitoring:-

Before establishing any landfill site, baseline data of ground water quality in the area shall be collected and kept in record for future reference. The ground water quality within 50 meter of the periphery of landfill site shall be periodically monitored covering different seasons in a year that is, summer, monsoon and post-monsoon period to ensure that the ground water is not contaminated.

Usage of groundwater in and around landfill sites for any purpose (including drinking and irrigation) shall be considered only after ensuring its quality. The following specifications for drinking water quality shall apply for monitoring purpose, namely :-

| S. No. | Parameters | IS 10500:2012, Edition 2.2(2003-09)Desirable limit (mg/l except for pH) |
|--------|--|---|
| 1. | Arsenic | 0.01 |
| 2. | Cadmium | 0.01 |
| 3 | Chromium (as Cr6+) | 0.05 |
| 4 | Copper | 0.05 |
| 5 | Cyanide | 0.05 |
| 6 | Lead | 0.05 |
| 7 | Mercury | 0.001 |
| 8 | Nickel - | |
| 9 | Nitrate as NO ₃ | 45.0 |
| 10 | pH | 6.5-8.5 |
| 11 | Iron | 0.3 |
| 12 | Total hardness (as CaCO ₃) | 300.0 |
| 13 | Chlorides | 250 |
| 14 | Dissolved solids | 500 |
| 15 | Phenolic compounds as (C ₆ H ₅ OH) | 0.001 |
| 16 | Zinc | 5.0 |
| 17 | Sulphate (as SO ₄) | 200 |

(F) Criteria for ambient air quality monitoring:-

Landfill gas control system including gas collection system shall be installed at landfill site to minimize odour, prevent off-site migration of gases, to protect vegetation planted on the rehabilitated landfill surface. For enhancing landfill gas recovery, use of geo membranes in cover systems along with gas collection wells should be considered.

The concentration of methane gas generated at landfill site shall not exceed 25 per cent of the lower explosive limit (LEL).

The landfill gas from the collection facility at a landfill site shall be utilized for either direct thermal applications or power generation, as per viability. Otherwise, landfill gas shall be burnt (flared) and shall not be allowed to

escape directly to the atmosphere or for illegal tapping. Passive venting shall be allowed in case if its utilisation or flaring is not possible.

Ambient air quality at the landfill site and at the vicinity shall be regularly monitored. Ambient air quality shall meet the standards prescribed by the Central Pollution Control Board for Industrial area.

G. Criteria for plantation at landfill site:- A vegetative cover shall be provided over the completed site in accordance with the following specifications, namely:-

Locally adopted non-edible perennial plants that are resistant to drought and extreme temperatures shall be planted;

The selection of plants should be of such variety that their roots do not penetrate more than 30 cms. This condition shall apply till the landfill is stabilized;

Selected plants shall have ability to thrive on low-nutrient soil with minimum nutrient addition;

Plantation to be made in sufficient density to minimise soil erosion.

Green belts shall be developed all around the boundary of the landfill in consultation with State Pollution Control Boards or Pollution Control Committees.

H. Criteria for post-care of landfill site:-

The post-closure care of landfill site shall be conducted for at least fifteen years and long term monitoring or care plan shall consist of the following, namely :-‘

(a) Maintaining the integrity and effectiveness of final cover, making repairs and preventing run-on and run-off from eroding or otherwise damaging the final cover;

As per Solid Waste Management Rules 2016, to monitor the ambient air quality at the landfill site, the following specified standards should be met:

Standards for Ambient Air Quality around Landfill Sites

| S. No. | Parameters | Acceptable levels |
|--------|---|---|
| (i) | Sulphur dioxide | 50 µg/m ³ (Annual*) 80 µg/m ³ (24 hours**) |
| (ii) | Nitrogen dioxide | 40 µg/m ³ (Annual*) 80 µg/m ³ (24 hours**) |
| (iii) | Particulate matter (size less than 10µ) or PM10 | 60 µg/m ³ (Annual*) 100 µg/m ³ (24 hours**) |
| (iv) | Particulate matter (size less than 2.5 µ) or PM2.5 | 40 µg/m ³ (Annual*) 60 µg/m ³ (24 hours**) |
| (v) | (v) Carbon monoxide | 1 hour ** : 04 mg/m ³ 8 hours** : 02 mg/m ³ |
| (vi) | Ammonia (NH ₃) µg/m ³ | 100 µg/m ³ (Annual*) 400 µg/m ³ (24 hours**) |
| (vii) | Benzo (a) pyrene (BaP)- particulate phase only, ng/m ³ | 01 ng/m ³ (Annual*) |

Notes:

* Annual arithmetic mean of minimum 104 measurements in a year at a particular site taken twice a week 24 hourly at uniform intervals.

** 24 hourly or 08 hourly or 01 hourly monitored values, as applicable, shall be complied with 98% of the time in a year, 2% of the time, they may exceed the limits but not on two consecutive days of monitoring.

The ambient air quality monitoring shall be carried out by the concerned authority as per the following schedule, namely:-

- Six times in a year for cities having population of more than fifty lakhs;
- Four times in a year for cities having population between ten and fifty lakhs;
- Two times in a year for town or cities having population between one and ten lakhs.
- Monitoring leachate collection system in accordance with the requirement;
- Monitoring of ground water in and around landfill;
- Maintaining and operating the landfill gas collection system to meet the standards.

Essential Components of Municipal Sanitary Landfills

The term sanitary landfill is used herein to describe a unit operation for final disposal of 'Municipal Solid Waste' on land, designed and constructed with the objective of minimising impact to the environment and according to the SWM Rules.

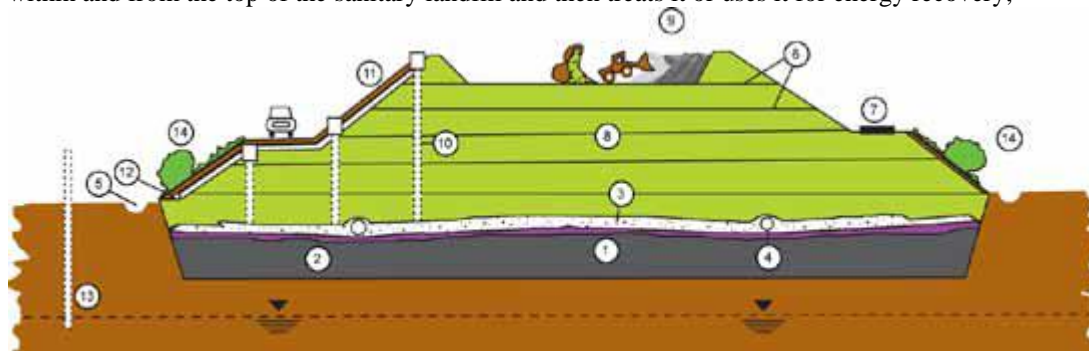
• Section of Typical Sanitary Landfill of MCKS

Figure illustrates the essential components of a MSW sanitary landfill which include:

a liner system at the base and sides of the sanitary landfill which prevents migration of leachate or gas to the surrounding soil;

a leachate collection and control facility which collects and extracts leachate from within and from the base of the sanitary landfill and then treats the leachate;

a gas collection and control facility (optional for small sanitary landfills) which collects and extracts gas from within and from the top of the sanitary landfill and then treats it or uses it for energy recovery;



- | | |
|-------------------------------------|-------------------------------|
| 1. Geological barrier | 2. Impermeable base liner |
| 3. Drainage layer | 4. Leachate collection system |
| 5. Storm - water drain ditch | 6. Bordering dams |
| 7. Circulation roads | 8. Landfill body |
| 9. Filling and compacting in layers | 10. Gas |
| 11. Protective cover system | 12. Gas collectors |
| 13. Groundwater control | 14. Re-planting |

a final cover system at the top of the sanitary landfill which enhances surface drainage, prevents infiltrating water, and supports surface vegetation;

a surface water drainage system which collects and removes all surface runoff from the sanitary landfill site;

an environmental monitoring system which periodically collects and analyses air, surface water, soil, gas, and groundwater samples around the sanitary landfill site; and

a closure and post-closure plan which lists the steps that must be taken to close and secure a sanitary landfill site once the filling operation has been completed and the activities for long-term monitoring and operation and maintenance (O&M) of the completed sanitary landfill are functional.

• Planning and Design of a Landfill

Steps for designing, implementation and operation of a Sanitary Landfill are:

1. Site selection,
2. Sanitary landfill design,
3. Construction of a sanitary landfill,
4. Sanitary landfill operation, and
5. Closure and post-closure plan.

5.1 Location Criteria

The SWM Rules, 2016 provide the criteria for the location of a sanitary landfill. It should be verified if further criteria are specified by a regional regulatory agency (e.g., SPCB and PCC). "Guidelines for the Selection of Site for Landfilling" from the Central Pollution Control Board (CPCB) should also be referred. It also includes

guidance for developing a site sensitivity index potential sites. Pursuant to guidance in the SWM Rules, 2016 and based on good practices, the following criteria are suggested. Construction of sanitary landfills for municipal waste within restricted zones should be avoided at all costs.

5.2 Search Area

In Kota South, the Sanitary landfill is to construct at Gram Rampura. Contractor are advised to visit the site prior to quoting of the rates.

During construction of sanitary landfill, the following impacts should be assessed and accordingly construction of various components should be planned:

- a) Environmental impact,
- b) Social acceptance,
- c) Land availability,
- d) Transportation costs, and
- e) Sanitary landfilling costs (site specific costs are to be considered).

- Site Investigation and Site Characterisation

Contractor has to carry out the following investigations as his own cost, as per need of the site:

Subsoil investigation,
Groundwater or hydrogeological investigation,
Surface water investigation,
Topographical investigation,
Environmental investigation, and
Traffic investigation.

Landfill design is dependent on all the above features. Hydrogeological and surface water investigations are critical for determining the detailed design of the landfill, and groundwater and surface water quality are to be monitored regularly during the active life and post-closure of the landfill to ensure fail-safe performance of the landfill.

- Sanitary Landfill Design

Design Life

The life of a sanitary landfill comprises of an active period and a closure and post-closure period.. The closure and post-closure period, for which a sanitary landfill will be monitored and maintained, will be next six months after completion of operation and maintenance period.

Specific Waste Volume : Sanitary Landfill Capacity and Area

The Contractor has to carry out the calculation of sanitary landfill capacity, however, minimum capacity as specified has to construct by the concessionaire.

Based on the MSWM plan, the volume of waste in a sanitary landfill should be roughly calculated under the following assumptions:

1 tonne of waste is equivalent to 1 cubic metre (m³) of sanitary landfill volume. (In reality, the specific weight of waste in a sanitary landfill is 0.8 t/m³ during the first years and will increase after settlement over the time to 1.2 t/m³.)

Covering of waste will use about 10% more volume.

The land will be provided to Contractor for the total sanitary landfill area, as well as the area required to accommodate all infrastructure and support facilities and for formation of a green belt around the sanitary landfill.

From an economical viewpoint, a small base area with a high sanitary landfill is preferable, because it reduces considerably the cost for these a ling systems, leachate collection system, and operational roads. The generation of leachate and the related costs will also decrease. From a technical viewpoint, it is important to guarantee the

runoff of rainwater. Therefore, minimum inclinations have to be maintained at the slopes. Every footprint of the disposal area of a landfill will have to maintain a certain minimum height to meet these inclination requirements.

From an environmental viewpoint, sanitary landfills with considerable heights can interfere with the landscape and cause visual disturbance. However, restricting the height would result in larger landfill foot prints, requiring larger tracts of land. The larger the base of the landfill, the higher is the risk of leachate contamination of groundwater.

- **Sanitary Landfill Layout**

As mentioned above, a sanitary landfill site comprises an area in which the waste will be filled and an additional area for support facilities. Within the area to be filled, usually only a part is under active disposal in a specific phase of operation.

The following facilities must be located in the layout:

Access roads,

Equipment shelters,

Weighing scales,

Office space,

Location of waste inspection and transfer station (if used),

Temporary waste storage or disposal sites for special waste including domestic hazardous waste,

Areas to be used for waste processing (e.g., shredding),

Demarcation of the sanitary landfill areas and areas for stock piling cover material and liner material,

Drainage facilities,

Location of sanitary landfill gas management facilities,

Location of leachate treatment facilities,

Location of monitoring wells, and

Tyre cleaning unit.

For each sanitary landfill site, a layout has to be designed incorporating all these facilities. The layout will be governed by the shape of the sanitary landfill area.

- **Technical Design Requirements**

The design of the sanitary landfill focuses on optimized leachate management, as leachate is a main source of potential environmental pollution. It is important to minimize leachate generation and to avoid leachate being retained for a long time in the landfill body. A landfill can be both above ground or partially below ground, based on the local hydro-geological situation and the availability of land. Where abandoned quarries are to be used as potential sanitary landfill sites, the landfill could be below ground, depending on the site situation. Above ground landfills have the advantage that leachate flows by gravity according to the natural surface slope; leachate is collected in the main leachate pipe (header pipe), which is laid to extend beyond the foot print of the landfill. Leachate is pumped only from outside the footprint of the landfill. If water table is not close to the ground surface, landfill base can be at a level below the ground, by excavation, to accommodate more waste per unit area of land.

However, as per site availability, below ground landfills are to be engineered and constructed, and appropriately quoted to address the following issues:

Costs for excavation;

the need to pump leachate during and beyond the active life of the landfill;

Environmental risks caused by nonfunctional pumps;

Potential for retention of leachate in the waste body;

No possibility of pipe cleansing and controlling; and

Pumping cost for the leachate during the lifetime and the aftercare phase of the landfill.

- **Base Sealing System**

The shape of the site should be adapted to the existing conditions with a minimum of fills and cuts. However, the mass which will be replaced by the sealing system has to be excavated. For construction of the landfill geometry and the planned landfill embankments, soil material is required, which can be taken from the excavation part for the base sealing system. The remaining excavated soil should be stored for covering of waste during landfill operation. The natural soil should be levelled and compacted to achieve 90% maximum dry density as obtained from Proctor compaction tests. This is sufficient to compact the overlying clay liner.

The base area has to have a sufficient slope to guarantee draining of leachate and storm water. Minimum inclinations should be as per CPHEEO manual.

Excavated soil could be use das a potential base sealing system and can also be compacted to be used as overlying clayliner

Minimum Slopes Inside the Sanitary Landfill 5

| Area | Minimum Inclination |
|-------------------------|--|
| Base sealing | 3 % for leachate pipes, roof profile |
| Main leachate pipe | 1.0 % |
| Secondary leachate pipe | % |
| Final slopes | Not steeper than 1V: 4H and not flatter than 1V: 20H |

The composition of the base sealing system has to be in compliance with SWM Rules, 2016 and should consist of the following:

Mineral sealing liner: It comprises three layers of clay or equivalent amended soil, at least 30 centimetres (cm) thickness each. In case adequate clay is not found in the vicinity, amended soil mixed with bentonite can be used. The permeability of the mineral sealing must be less than $k_f \leq 1 \times 10^{-7}$ cm per second (cm/s).

High-density polyethylene geo membrane: The high-density polyethylene (HDPE) geo membrane should have a standardised thickness of 1.5 millimeter (mm). Only HDPE geomembranes that comply with the requirements of American Society for Testing and Materials (ASTM) or corresponding standards should be used.

Protection layer: A protection layer (of silty soil) should be 20–30 cm thick or, alternatively, a protection layer (geotextile) should be 400 grams per square meter (g/m²) for bottom liner and 200 g/m² for top cover, depending on the landfill height. If the planned height (height + depth) of the landfill is more than 20 m, geotextile should be 800 g/m².

Leachate drainage layer: A leachate drainage layer should be 30 cm thick made of filter gravel, ensuring a permeability greater than 10-2 cm/sec.

- Surface Sealing System

The following layers are part of the surface sealing as illustrated in

- ✓ Gas drainage layer: The layer should be a 30 cm thick granular gas drainage layer formed by crushed gravel or crushed demolition waste to facilitate gas collection.
- ✓ Mineral clay layer: The mineral material (60 cm) should be clay or amended soil and should satisfy permeability requirements of $k = 10$ cm/s. If the available soil has higher permeability, additional layers of 1.5 mm HDPE can be installed over 60 cm thick soil layer. The overall equivalence of such design of soil plus additional layers has to be checked and certified by geotechnical experts. 1.5 mm HDPE liner should be covered with a 20 cm protection layer or geotextile.
- ✓ Water drainage layer: The water drainage layer should be 30 cm thick formed by crushed gravel. The gravel layer should be covered by a geotextile or alternate separator to prevent clogging of the drainage layer by the overlying soil. An alternative is a drainage mat (Secudrain), but it is more costly.
- ✓ Vegetative soil layer: The top layer should be 45 cm thick vegetative soil.

- Infrastructure for Sanitary Landfill As per Table A & B

- ✓ Road Construction

- ✓ Access Road

The access road to a sanitary landfill should be constructed in accordance with the following design parameters:

6.5 m width of roadways with two lines, and

20 cm stabilised sub-foundation layer, anti-freeze layer if located in frost-prone areas.

Roads within the site should have:

- 3.0 m width of roadways, and
- 40–50 cm foundation layer made of broken material or demolition waste.

- ✓ Equipment and Resources

The Sanitary landfill should be supplied with:

Water supply,
Energy,
Communication,
Sewage system,
External lighting, and
Fire fighting (external).

✓ Waste Inspection Area or Emergency Area

The incoming waste has to be controlled within the entrance area. This area will also be used for parking during bad weather conditions while waste disposal on the landfill site is not possible.

✓ Security and Fencing

Site security is among the most important considerations in landfills. The site should be secured to implement a good standard of service. In order to achieve this, the site has to be peripherally fenced and access to the landfill should be limited to the entrance gate, which should be blocked when the site is unattended. The fence will also keep children, unwanted or unorganised scavengers, cattle, and other animals out of the site. It will also protect litter to be blown out of the landfill site.

✓ Tyre Cleaning Unit

The tyre cleaning unit consists of concrete and a removable horizontal steel grit. The water of the tyre cleaning unit will be discharged by a mobile pump to the leachate collection system. The mud will be excavated by a loader and disposed of at the landfill.

✓ Sanitary Landfill Buildings

✓ Weighbridge and Control Building

The control building should be next to the main entrance gate of the landfill and should have electronic installations inside for control of the weighbridge. The area of the control building should be about 25 Sqm. The weighbridge should be adjacent to the control building.

✓ Administration Building

The administration building should include manager's office, offices for manager's secretary and assistants, meeting room, kitchen, toilets and showers, resting room and storage.

✓ Construction of A Sanitary Landfill

The construction of a sanitary landfill is a specialized activity that requires continuous coordination between the design engineer and the construction agency. Supervision of construction activity and third party evaluation of construction quality and adherence to design is required.

✓ Supervision of Construction Works

The main tasks are:

Approval of the drawings and the final design;
Quality assurance of all operations related to the landfill and their compliance with the SWM Rules, 2016;
Time scheduling, steering, and coordination of the construction sites; and
Acceptance of the construction work and supply.

✓ Quality Assurance

Test Field

In order to ensure the sanctity of the liner system after sealing operations, a test field may be established, which is to be included as a part of the standard operating procedure for designing the landfill. The costs for

establishing the test field should be included in the overall project costs. The test field has to be constructed outside of the sealing areas and have to be retained and protected for the entire duration of construction to prove the sanctity of the liner. Within a test field, the suitability of all materials for sealing must be proved under actual conditions of the site. The results of these tests should be considered as the basis for the detailed design. Construction of the test field should start on the surface with 3 layers of clay. A trial pit shall be installed in the test field for visual check of the quality of the compressed layers. Three samples of each test field (investigation area) must be examined for the following laboratory tests:

- truck drive tests,
- determination of density,
- determination of deformation module,
- proctor density,
- water permeability, and
- water content.
- The results must be evaluated and documented including the following conclusions with regard to the design of the mineral sealing system:
 - compacting methods,
 - compacting equipment,
 - number of compacting passes of roller,
 - operation speed of compacting equipment, and
 - thickness of compacted layers and those which are not compacted.

✓ Mineral Sealing Layer

For the sealing material as well as for the construction, the requirements are as follows:

- Selection of the grain size distribution of the mineral material should prevent micro substances from getting discharged (suffusion stability or dispersion stability) as well as from increasing the crack resistance.
- Soil containing coarse gravel and stones, wood, roots, and other impurities should not be applied. The digging locations provided for supply of the mineral material should be examined thoroughly.
- When the sealing material is introduced, it should be homogenous and show homogeneous water content.
- The water content must be higher than the optimum moisture content (OMC) determined by standard proctor test. Mineral sealing layers should not be constructed under bad weather conditions (rainfall).
- The top of the landfill surface bearing and of each completed layer of the mineral sealing system should be dewatered sufficiently. The required layer thickness, which should not exceed by more than 10 %, will be determined on the test field. Special attention should be paid to tight intermeshing (compound) of the layers built one on the other.
- If required, the mineral sealing material should be homogenized and crushed by a milling cutter.
- Compression with the sheepfoot roller is of special importance because of its kneading and packing effect.
- The top layer surface of the sealing system should be flat and without driving tracks.
- After completion of each compacted layer, an acceptance test should be carried out before introducing the next layer or the placement work of the geotextiles.

✓ High-density Polyethylene Geomembrane

For constructing the layer, the following items have to be considered:

supervision of the constructing and placing of the liner;
 a suitable firm placing the plastic liner;
 material requirements or tests;
 not less than 1.5 mm thick HDPE geomembrane;
 proof of stamp-pushing-force or ensuring plunger puncture;
 a manufacturer certificate, including product name and specifications;
 ensuring static proof; and
 proof of stability and resistance to sliding during building and final state.

A storage area should be prepared on site according to manufacturer. For placing the plastic layer, among other things, the following issues should be regarded:

Welding of the HDPE liner is only carried out if the temperature is $> 5^{\circ}\text{C}$.

On the surface of the HDPE liner, no water is allowed.

The regulations of the manufacturer should be regarded (width of the overlapping, welding, etc.).

The placed plastic liner has to be fixed (e.g., sandbags).

It is forbidden to drive on the welded plastic liner with any equipment (only with the necessary equipment for welding).

Every welding seam should be proofed (stability, density, thickness).

✓ Geotextile

For protection of the HDPE liner, a geotextile should be applied when building the base sealing system. For the surface sealing system, the geotextiles are applied on the equalising and drainage layer. The prescribed overlapping widths should adhere to each other. The geotextile should be laid in longitudinal roll direction with the inclination of the embankment. It is not allowed to drive on the webs laid, and equipment or machines should not be placed on the layers, under any circumstances. The web position must be secured by appropriate measures (i.e., sand bags) to prevent them from getting lifted.

Material requirements or tests

Where geotextiles are used to provide significant puncture protection to geomembranes, the determination of an appropriate mass per unit area of the geotextile is critical. A factor of safety (Fs) of 3 or above against the puncture of geomembrane is considered a good practice.

Method for Calculating Geotextile

$FS = P_{allow} / P_{act}$

Where:

FS = factor of safety against geomembrane puncture

P_{allow} = allowable pressure using different types of geotextile and site-specific conditions

P_{act} = actual pressure due to landfill contents

The following geotextile specifications are found to be optimal, subject to further validation for site specific conditions:

- Weight of geotextile should be 800 g/m² (for height of waste: >10m) and 400 g/m² (for height of waste: < 10m). Protection liner should be above the HDPE liner in the base sealing system.
- Protection layer should be 400 g/m² above the HDPE liner in case the HDPE liner is applied as surface sealing system.
- Separation liner should be 200 g/m² between the mineral drainage layer and the recultivation layer on the surface sealing system.

Slope Stability Aspects and Seismic Aspects

The stability of a landfill should be checked for the following cases:

Stability of excavated or filled slopes,

Stability of liner system along excavated or filled slopes,

Stability of temporary waste slopes constructed to their full height (usually at the end of a phase),

Stability of slopes of above-ground portion of completed landfills, and

Stability of cover systems in above-ground landfills.

The stability analysis should be conducted using the following soil

Mechanics methods depending on the shape of the failure surface:

Failure surface parallel to slope,

Wedge method of analysis,

Method of slices for circular failure surface, and

Special methods for stability of anchored geomembranes along slopes.

Contractor shall provide operation and maintenance manual at the end of construction of sanitary landfill site.

The operational manual should comprise the following main aspects:

Controlling and recording of landfilled waste;

Guide to use the remaining capacity in an optimised way with the support of filling plans and strategies;

Guide to undertake all operational duties required at the landfill site,

Basic health and safety measures; and

Maintenance of landfill facilities and landfill equipment if available.

The safety of the landfill system would be the contractor's responsibility. The security staff will also be responsible for operating and maintaining the following:

landfill entrance security;

Safeguarding the on-site vehicles and equipments;

Reporting any security-related incidents immediately to the landfill manager; and

Completing the daily site security check list for the entire facility.

✓ Filling and Compaction Procedure of Waste

A high degree of waste compaction extends the lifetime of the landfill, reduces the need for cover material, reduces litter problems, and minimises long-term land requirements. The filling and compaction method to be employed, both along active flat fill areas and along slopes.

The daily filling area should be determined every morning. It should be wide enough to prevent a backlog of vehicles. For safety reasons, the width of the landfilling face should not be reduced to less than 15 m.

Incoming waste is unloaded in a pre-designated area (operation layer 1). This waste is then pre-compacted and moved to the active fill area (operation layer 2).

Along slopes, to maximise compaction and to provide an optimal weight distribution of the bulldozer, the waste should be spread up a 1:3 slope in 50 cm layers.

Good compaction is achieved by operating the landfill compactor up and down the filling area three to five times on the waste layers.

The top view indicates the placement of freshly unloaded waste in operation layer 1 and its final placement and compaction along these slopes and in the operation layer 2.

✓ Covering during the Monsoon

Depending on the climatic conditions, the unused filling areas should be covered during the monsoon period. The recommended intermediate cover is 45 cm of soil or alternatively a waterproof cover material. The soil shall be tilled, compacted in at least two lifts, graded to promote runoff and limit infiltration, and either mulched or seeded to prevent erosion.

✓ Final Cover (Surface Sealing System)

To minimise infiltration of storm water in the landfill body and to allow storm water runoff, a surface sealing system has to be installed after the final completion of each landfill part. The main purposes of the final cover system are to:

Control the amount of storm water filtration into the waste to reduce leachate quantities;

Prevent erosion;

To minimise the migration of greenhouse gases (GHG) into the atmosphere;

Protect the base sealing (impermeable) layer; and

to minimise other emissions causing negative impacts on the environment.

✓ Landfill Gas Management

A large part of mixed waste (50%–60%) consists of biodegradable parts which produce methane gas. With a view to reduce GHG emissions and thereby reduce environmental impacts, it is mandatory to install adegassing system for the sanitary landfill. The gas management strategies should follow one of the following options as per CPHEEO manual :

Controlled passive venting; or

Controlled active collection and treatment or reuse.

✓ Housekeeping on the Sanitary landfill

Housekeeping should be conducted in such a manner that it protects the public and surrounding environment from risks and nuisance manating from landfill operations. A well-controlled landfill operation will enhance public perception and acceptance of the landfill site. The following general measures should be considered:

Vector and vermin control: The landfill site might attract vectors and vermin because of the presence of organic waste. To avoid or reduce vectors and vermin, the filling area should be minimised and the waste covered at regular intervals.

Litter control: Offsite litter should be picked up on a regular basis.

Noise control: Noise in the landfill site arises from landfill operations and waste vehicles entering and leaving the site. During landfill operations, equipment with faulty or worn-out exhaust systems can cause high noise levels. Hence, they need to be repaired.

Dust control: The combination of vehicle movements and winds on temporary and un-surfaced roads can create dust. Dust within and around a landfill site can be a source of annoyance, harm, and physical discomfort to landfill staff and neighborhood. Therefore, all precautions have to be taken to avoid dust generation.

Odour control: The landfill should be operated in a manner that will minimise the odour from waste or associated items. Operational procedures include placing suitable cover material over the waste in a timely manner.

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

| | | |
|-----|--------------------------------------|--|
| 1. | Cement | Will be as per I.S. 269/455 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch) |
| 2. | Steel | I.S. 1786 (Tor) (SAIL/ TATA Steel/Jindal/ Shyam Steel /RINL) |
| 3. | Vibrator | I.S. 7246 |
| 4. | Aggregate | I.S. 383, I.S. 515 |
| 5. | Water for mixing and curing | Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025. |
| 6. | Sand/ Fine Aggregate | I.S. 2116, 383 |
| 7. | Binding wire | I.S. 280 (galvanized minimum 1 mm) |
| 8. | Rain water pipe | I.S. 2527 |
| 9. | Construction joints | I.S. 3414 |
| 10. | Steel Window Frame | I.S. 1038/83 |
| 11. | Steel Door Frame | I.S. 4351/75 |
| 12. | Fitting & Fixtures for joinery works | Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge |
| 13. | Safety code for excavation works | IS 3764 |
| 14. | Methods of tests for soils | IS 3720 |
| 15. | Soil investigation | IS – 1988 – SBC |

Note: For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S./ Latest National Building Code shall be referred.

ITEM OF WORK

- Concrete shall be with conformity to I.S.456.
- Foundation shall be with conformity to I.S.1080.
- Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
- C.R. Masonry shall be with conformity to I.S.1597.
- Brick masonry shall be with conformity to I.S.2212.
- Cement plastering shall be with conformity to I.S.9103 & 6925.
- Mortar shall be with conformity to I.S.2250
- White and colour washing shall be with conformity to I.S.6278.
- CC in foundation shall be with conformity to I.S.2571.
- Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
- Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)

12. DPC shall be with conformity to I.S.3067
13. Tarfelt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

The following activities shall be carried out but shall not be limited to.

1. The Bidder shall carry out topographical survey of site along with complete soil investigation like S.B.C., type of soil etc. and submit to Engineer-in-charge.
2. Approval of all designs and drawings, material to be used, equipment specifications and the samples, prior to commencing of work at site.
3. Preparation and submission of all detail working drawings to the Engineer-in-charge.
4. Submission of "As Built" drawings.

No separate payment will be made for the reconnaissance survey, laboratory test, testing and commissioning, etc. This shall be included in the rate quoted by the Bidder.

General RCC

The specification for material shall comply with the specification narrated at relevant chapter of civil works and as written below:

Ordinary Portland Cement(OPC) Grade 43 conforming to IS: 269-1976 mark shall only be used. Cement manufactured in mini-cement plants / PPC shall not be used.

All **reinforcement** used shall be of TMT steel (Fe 415) ISI marked and from reputed manufacturer as approved by Engineer in Charge, shall be clean and free from loose mill scales, rust and coating of oil or other coatings which may destroy or reduce bond. Minimum size of reinforcement bars shall be of 8mm. Only **steel shuttering** shall be used. Shuttering shall be new or in good condition without holes or dents. It has to be approved by the Engineer in Charge. The individual elements should be in the good shape to ensure a gap free shuttering according to the drawings. The paint used shall have good bonding and shall not stick to the concrete surface. Suitable system has to be provided for keeping the surface in place and keeping the correct distance in case of walls. The construction joints should be minimum and they have to be executed with most care. Before continuing concreting the loose material has to be removed and they have to be cleaned properly. Honey combing has to be avoided by suitable shuttering and proper use of vibrators.

The **water** used for concreting shall be free from all undesirable salts and other impurities and shall be fit for concreting as per IS: 456.

It is specifically being mentioned that the ground water available in this area may not be potable and not fit for concreting; therefore **transportation from nearby safe and acceptable water source has to be made**. For the purpose of concreting and curing only potable water conforming to provisions of IS: 456 is to be used. For this purpose Bidder shall make a temporary masonry/RCC **underground water reservoir** of 3 days average water consumption storage capacity. He shall provide a diesel **pump set** and necessary **pipings arrangement** to ensure proper curing.

The exposed surface of concrete shall be kept continuously in a wet condition by pounding or covering with a layer of sackings, canvas, hessain or similar materials and kept continuously wet for at least 28 days from the date of placing of concrete.

To obtain a dense concrete and to reduce chances of honeycombing adequate **admixture** approved by Engineer-in-Charge shall be used e.g. integral water proofing compound in concrete work. The quantity of the admixture shall be as prescribed by the manufacturer and as approved by the Engineer in Charge.

The aggregates and cement shall be proportioned by weight only. The mixing shall invariably be carried out in mechanical mixer and in such a way so as to avoid any loss of water or cement. No hand mixed concrete will be allowed. It should be conveyed, placed in position and compacted by suitable type of mechanical vibrator as rapidly as practicable but in no case the time of compaction after mixing shall increase 30 minutes. Standby Concrete Mixer and Vibrator shall be available at Site.

The concrete shall be cured properly by keeping it moist constantly until end of three weeks from the date of casting.

Testing

Materials and workmanship shall comply with the relevant specifications as described in subsequent clauses and in the Rajasthan PWD (B&R) Specification and Explanatory Notes for Building and House Drainage. Any material or workmanship not covered by the above specifications shall comply with the relevant Indian Standard (with up to date amendments).

Material

The Bidder shall submit to the Engineer-in-Charge or his representative, samples of the materials which will form part of the permanent works, sufficiently in advance of the start of the work, so that necessary tests can be carried out for the approval of the Engineer In Charge or his representative, before using any such material on site. Samples for the basic materials shall be submitted from every supplier and from each consignment; if materials differ from one consignment to another, the consignment differing from the accepted sample shall be replaced by the Bidder free of cost. The format will be provided by Engineer In Charge.

The testing of materials to be used in the Works, or of the quality of finished items shall generally be done in a laboratory approved by the Engineer-in-Charge or his representative. All testing charges shall be borne by the Bidder. The following tests shall be carried on a routine basis:

- (a) Gradation and specific gravity of coarse and fine aggregate to be used for concrete work.
- (b) Moisture content in fine and coarse aggregates, bulking of sand of fine aggregate.
- (c) Determination of fines and deleterious materials, organic impurities and light weight places in coarse and fine aggregate.
- (d) Workability tests on concrete by means of slump cone.
- (e) Determination of the crushing strength, absorption and efflorescence of bricks.
- (f) Concrete cube crushing strength at 7 days and 28 days.
- (g) Determination of flakiness index and crushing value for coarse aggregates.

The above tests (a) to (g) inclusive, shall be done on a routine basis as per the provisions of the relevant Indian Standards, or as specified by PMC and explanatory notes shall be kept during the construction period. The following additional tests of materials and workmanship shall also be carried out at Bidder's cost, if the Engineer-in-Charge or his representative requires:

- (h) Chemical tests of fine and coarse aggregates, to determine the sulphate, chlorides and other deleterious material present in the aggregate.
- (i) Testing of cement (Physical and Chemical), as per IS 269 or IS 485, as the case may be.
- (j) Tests on steel (Mild and High Tensile (Tor) as per IS 1786 to establish the Ultimate tensile strength, yield stress, percentage elongation and chemical composition.
- (k) Tests for suitability of water for concrete work.

In addition to the above tests, the Engineer In Charge or his representative, may request any other test to be carried out from time to time as per the Indian Standards or the Rajasthan PWD specification, at Bidder's cost.

Concrete

During the progress of construction sampling, preparation of test specimens, curing and testing of concrete shall be conducted in accordance with IS 1199 and IS 516, to determine whether the concrete being produced complies with the strength requirements as specified.

At least one slump test shall be carried out for every compressive strength test carried out, or as directed by the Engineer in Charge. Six numbers 15 cm cubes shall be made for each cubic meter or portion thereof or for each pour per grade of concrete. This number may be increased at the discretion of the Engineer-in-Charge. Six specimens shall preferably be prepared from different batches, three being tested after 7 days and the remaining three being tested at 28 days. The Bidder shall provide, at his own expense, all apparatus, labour and arrange for testing at a laboratory, approved by the Engineer in Charge.

The concrete tested in accordance with "Testing of Concrete" clause above, shall be the criteria for acceptance of concrete as per IS 456. The strength of concrete shall be the average strength of three specimens tested at 28 days and conform to strength requirements for different grades of concrete. If the advance 7 days tests show crushing strengths that are too low, corrective measures shall be taken at once, at the Engineer's direction, without waiting for the results of the 28 days tests.

Failure to Meet Strength Requirements

In cases where concrete tested fails to meet the test requirements, the Engineer-in-Charge shall have the right to require any one or all the following additional tests. These shall be carried out by Bidder at his own expense. The Engineer-in-Charge shall be the final authority for interpreting the results and shall decide upon the acceptance or otherwise.

- Curing and load testing of the concrete member concerned represented by the test which failed.

- Replacement of any such portions of the structure. No payment shall be made for the dismantling of the concrete, relevant form work, or reinforcement. Embedded fixtures and reinforcement of adjoining structures damaged during dismantling shall be made good by the Bidder at his own expense.
- Extended curing of the structure of the concrete represented by the specimen.
- Collecting and testing of a core specimen from the hardened concrete. The location number and size of such specimen shall be taken as directed by the Engineer-in-Charge.
- Any Other tests i.e. ultrasonic/ or rebound hammer tests to be decided by the Engineer-in-Charge, at the Bidders own cost.

Check of Reinforcement and Concreting

All reinforcement shall be got checked recorded prior to pouring of concrete, by a representative of the Engineer-in-Charge. Similarly, the entire concrete pouring work shall be done in the presence of an officer not below the rank of Junior Engineer or support engineer from the consultant. The Bidder shall therefore, give a notice of a minimum three days to the Engineer-in-Charge or his representatives, such that the work can be checked by him or his representative. No work shall be covered before inspection and approval of Engineer-in-Charge.

Minimum Requirement for all reinforced or plain concrete structures

Cement concrete (plain or reinforced) shall comply with the requirement of specifications of Rajasthan PWD (B&R) Specification and Explanatory Notes for Buildings and House Drainage except in so far as these are not altered or modified by specific stipulations as given in the specifications herein. The concrete grades to be used shall not be leaner than following:

| | |
|-----------------------------|-----|
| Water bearing structure | M30 |
| Other structural concrete | M25 |
| Lean concrete in foundation | M15 |

- Minimum cement content of 360 kg/m³ with maximum 20mm size downgraded coarse aggregates for M 25 grade concrete, whereas design mix has to be carried out for M25 and above grade.
- Approved quality water proofing compound (chloride free) shall be added during concreting of all water retaining structure, in the proportion specified by the manufacturer/as per design mix or up to 2% (percent) by weight of cement.
- To check the fine cracks, fiber should be used as secondary reinforcement in the RCC as per manufacturer recommendation for water retaining members only.

TECHNICAL SPECIFICATION OF INTERNAL ELECTRIFICATION WORKS

The details of internal wiring, the position of fittings, fans, switches and plug sockets etc. are indicated in the layout drawings. The position of light fittings, fans, switchboards etc. indicated and these drawings are only for the guidance of the supplier and the actual position of these shall be mutually decided between the supplier and the purchaser. The supplier shall submit the purchaser of his consideration and approval all runs of wiring and the exact position of all the points and the switch boxes first marked on the points buildings.

All internal wiring shall be done in conformity to the latest Indian standard specification/Rules, code of practice adopted by CPWD and other standard practices prevalent in the part of the country. For the purpose of the specification the terminology used shall be as defined in IS:732 and IS:1356 of the definition of points wiring. The installation shall be carried out in conformity to all requirements of IE Act, 1910 and IE Rules 1956.

- Ceiling rose in (in case of ceiling and exhaust fan).
- Ceiling rose or connector (in case of pendants except stiff pendant points)
- Bank plate (in case of stiff pendant).
- Socket outlet (in case of socket outlet points)
- Lamps holder (in case of wall Bracket, batten holder bulk head fitting and similar other fittings)
- Call bell / buzzer (in case words 'via' the switch shall be read 'via' the ceiling rose / socket outlet for bell push, where no ceiling rose / socket outlet its provided.

The following shall be deemed to be included in the point wiring

- Switch and ceiling rose are required
- In case of wall brackets, bulk head fittings, cables as required up to the lamp holders]
- Bushed conduit for porcelain tubing where cables pass through walls.
- All wood or metal blocks, boards and boxes, R.J. Boxes sunks or surface type including those required for fan regulator but excluding those under the distribution board and main control switch.
- Earth wire from 3 pin socket point to the common earth including connection to the earth drolley.
- Earth wire of 16SWG/14 SWG/I.G. wire for loop earthing of the fixture

- g) All fixing accessories such as clips, nails, screw, plug, rawl plug, wooden plug, round blocks etc. As required
- h) Joint for junction boxes and connecting the same as required
- i) Connections to ceiling rose or connection socket outlet, lamp holders, switch, fan regulators etc

The point wiring in case of fan and light points shall mean the distance between the control switch and ceiling rose, connect or back plate, socket outlet or lamp holder depending upon the fittings measured along the runs of wiring irrespective of the number of wires in run. In the case of socket outlet points, the length shall mean the distance between the socket outlet and the tapping point of live wire on the nearest switch board or junction box, as the case may be.

In the case of exclusive socket outlet circuits wired on 'Joint Box' system of wiring, any junction provided for extending the wiring beyond the point referred to, shall be treated as the nearest tapping point. In case of call bell / buzzer points the length shall mean the distance between the call bell and the ceiling rose / socket outlet or the bell push (when the ceiling rose / socket outlet is not used).

Sub main shall include the earth wire of adequate size main distribution Board up to sub distribution board B.B. such wiring has been classified on the basis of length. For the internal lighting, either surface conduct wiring system or recessed conduit or batten wiring system shall be provided as specific in the bill of quantities and working drawings.

LED lights

1. LED light distribution pattern, illuminance, Luminous flux, chromaticity, color temperature, colour rendering Index to applicable standard Lm79 & Lm80.
2. LED lights should be as per standards IEC EN 60598 and IEC61547.
3. LED luminaires should in function in a temperature range -30°C to $+60^{\circ}\text{C}$ under 95% relative humidity condition to simulate adverse operating environment.
4. The LED produces should meet safety standards as per EN60598, EMC IEMI standard as per EN611547/EN 55015 and EN61000-3-2 and 61000-3-3 for Harmonics.
5. The electronic driver should work in the short circuit and open circuit conditions and should work in the voltage range 90V to 3000 volts.
6. LED lighting fixtures should be manufactures with LEDs of only reputed makes as mentioned in BOQ.
7. The officer-in-charge has reserve the right to inspect and tested the quality in Govt. laboratory to ensure technical qualifications to meet the requirements.
8. LED lights no toxic materials U V and IR spectrum protects insect life.
9. It should be manufacture with die-cast aluminum with required colour as per manufacture for released months.
10. The LED lights Should function 90 to 380V, 50/60 Hz, PF-0.9 (230V AC), Copper temp-3000K/4000K/6000K/ operation temperature -20°C to $+50^{\circ}\text{C}$ in-gross protection-IP 20, lifespan 30000hrs.

Firefighting

1. All the materials should be ISI marked and duly approved by the fire Deptt. Municipal Corporation of Kota.
2. 3rd Party Audit should be done by registered agency of Fire Deptt. Municipal Corporation of Kota by the firm.
3. Drawing and designed duly approved by the Fire Deptt. Municipal Corporation of Kota should be submitted before execution of work.
4. If addition alternation required as per guide line of Fire Deptt., the fire will execute the same with due approval of the authority.
5. After completion of the work the firm should made a mock fire drill demonstration in presence of Engineer-in-Charge, authorized officer of the Fire Deptt. and building authority.

Lighting arrester

Supply, Installation, Testing and Commissioning of Copper Plate Earthing (600x600x3mm) with running Copper Flat 25x5mm from copper plate to funnel of 40mm dia GI PIPE heavy duty with including all accessories, excavation of earth and providing masonry work with cover plate having locking arrangement and, charcoal, salt, funnel, tinned brass bolt, check nut and washer complete in all respect as per Direction of Engineering -in-Charge.

ABB optimized plus rod 30 ESE Terminal & mounting mast or pole (2meter) mounting MAST (3Meter) with gay wire and base plate.

ACCEPTABLE MAKES FOR FIRE FIGHTING

| S.NO | ITEM | ACCEPTABLE MAKE |
|------|--|---|
| 1. | Pump | Kirloskar / Crompton / ABB /Siemens |
| 2. | Motor | Kirloskar / Crompton / ABB /Siemens |
| 3. | Diesel Engine | Kirloskar / Cummins |
| 4. | M.S. Pipe | Tata /Jindal / Sail/Nizon/ (ISI Marked) |
| 5. | C.I. Pipe | IS :1537 |
| 6. | G.I. Pipe | Tata /Jindal / Sail/Nizon/(ISI Marked) |
| 7. | C.I. Pipe | Fitting IS :1537 |
| 8. | Sluice Valve | Kirloskar / Leader /Sant/Zolta/(ISI Marked) |
| 9. | Gun Metal Valve | Kirloskar / Leader /Sant/Zolta/(ISI Marked) |
| 10. | Butterfly Valve | Kirloskar / Leader /Sant/Zolta/(ISI Marked) |
| 11. | Water Solenoid Valve | Kirloskar / Leader /Sant/Zolta/(ISI Marked) |
| 12. | Cushy Foot Mountings | ISI Marked |
| 13. | Pressure Switch | ISI Marked |
| 14. | Pressure Gauge | ISI Marked |
| 15. | Water Level Controller | ISI Marked |
| 16. | Batteries | OEM/OEA |
| 17. | Flow Switch | |
| 18. | Internal/External Hydrant (Landing Valve) | Cosmos/ Newage / Jayshree / GETECH |
| 19. | Hose Reel 20 mm Dia | Cosmos/ Newage / Jayshree / GETECH |
| 20. | Installation Control Valve | Cosmos/ Newage / Jayshree / GETECH |
| 21. | Fire Bridge Intel / Connection | Cosmos/ Newage / Jayshree / GETECH |
| 22. | Sprinkler Head | Cosmos/ Newage / Jayshree / GETECH |
| 23. | RRL Hose pipe 63 mm Dia | Cosmos/ Newage / Jayshree / GETECH |
| 24. | GM Branch Pipe 63mm x 20mm dia | Cosmos/ Newage / Jayshree / GETECH |
| 25. | First Aid Hose Reel Drum | Cosmos/ Newage / Jayshree / GETECH |
| 26. | Power Cables | Havell,s /Finolex / Mescab/Polycab |
| 27. | Control Cables | Havell,s /Finolex / Mescab/Polycab |
| 28. | Single Phase Preventor | L&T /GE /Siemens |
| 29. | SDFU / SFU with HRC Fuses | L&T /GE /Siemens |
| 30. | Starters / Control | L&T /GE /Siemens |
| 31. | Electrical Panel / SystemController& Control Console | From CPRI approved panel manufacture |

ADRESSABLE FIRE ALARM SYSTEM

| S.NO | ITEM | ACCEPTABLE MAKE |
|------|---|--|
| (a.) | Microprocessor based Photo electric smoke / Heat Detector | Apollo / Cooper / Honeywell / Edward/L&T |
| (b.) | Microprocessor based Manual call Box | Apollo / Cooper / Honeywell / Edward/L&T |
| (c.) | Microprocessor based Control | Apollo / Cooper / Honeywell / Edward/L&T |

| | Module | |
|------|--------------------------|--|
| (d.) | Fire Alarm Control Panel | Apollo / Cooper / Honeywell / Edward/L&T |
| (e.) | Steel Conduit | AKG / BEC/RMCON |
| (f.) | FRLS and Twisted Cables | Finolex / Havell's / RR cable |

Conduit wiring

For recessed conduit wiring system the conduit shall be placed in the ceiling / columns etc. before the casting of the slab or column. The conduit pipes shall be properly positioned and fixed so that it will not be displaced at the time of concreting. The junction boxes provided shall be so arranged that its cover will be flushed with the finished surface of the ceiling or column.

For placing the conduits in the walls, chases of ample dimension shall be made neatly to fix the conduit in a desired manner. The conduit pipe shall be fixed by means of staple or saddles not more than 600 mm apart. Fixing of standard bends or elbows shall be avoided and all curves maintained by bending the conduit itself with a long radius will permit easy drawing of the conductors. Suitable inspection boxes shall be provided to permit periodical inspection and removal or replacement of wires if necessary. There shall be mounted flush with the wall with holes in the cover of the box.

The switch or regulator box shall be made of metal on all sides except on the front where back light sheet or Perspex cover painted to match the colours of the wall shall be used in case of surface wiring system. For recessed wiring system, these boxes shall be made flush with the conduit of each conduit or section shall be completed before conductors are drawn in. The entire system of conduit after installation shall be tested for mechanical strength and electrical continuity throughout the earthing of the entire installation shall be carried out in accordance with I.E. Rules and standards. The number of wires drawn in the conduits shall not exceed the numbers those specified in Indian standard specification No.732.

Main and Sub distribution Boards:

The position of main boards for lighting and sub distribution board for different buildings are approximate and the exact location shall be given to the successful tenderer at the time of installation. The scope of this specification includes installation of the panel boards and distribution boards and making necessary connections. The installation of the boards shall be done strictly in accordance with the details supplied with the specifications; the instructions supplied by the switchgear manufacturer, Indian standard specifications and H.E. rules. The supplier shall submit the details of installations to the purchaser for his consideration and approval, prior to installation.

When the switchboards are wall / column mounted top, they shall, be mounted on a suitable angle iron framework. All the metal supports etc. shall be protected against corrosion. The mounting height for such switchboards shall be such that it can be conveniently operated.

Earthing

Earthing shall generally be carried out in accordance with the requirements of Indian Electricity Rules and the relevant rules and regulations of electrical supply authorities. The complete earthing work for the installation covered by this specification shall also be provided taking into account Indian Standard Specification No.IS:732 and IS:3043. The earthing system adopted shall also have adequate mechanical strength.

The work shall include earthing on on-current carrying metallic parts of all the equipment, light fittings, conduit pipes, cable and cable supports and earth strips (the design to be approved by the purchaser) and all the inter connection between the earthing system to a value mutually agreed upon between the purchasers and the supplier.

Installation, testing and commissioning:

The supplier shall be responsible for the installation testing the commissioning of all the equipment and materials supplied by him against this specification. This shall also include the provision of miscellaneous wiring and supports and earthing in compliance with Indian Electricity rules and to the full satisfaction of the Government Electrical Inspector. All small items such as clamps, bolts, nuts, racks, supports, miscellaneous wiring etc. required to make the installation complete, shall constitute the part of major items specified in the bill of quantities and the tenderer should quote for each item taking these into consideration.

The responsibility of the supplier shall include receiving all the equipment and materials at site, storage for required period, handling the same at the site of erection, final execution, erections, revisions of equipment, if any, testing and commissioning and handing over the installation complete in all respect to the entire satisfaction of the purchaser's authorized representative. The supplier shall make good of all the damaged equipment and materials during this period at his own expense. The supplier shall submit sample of each and every equipment and materials for the final approval of the purchaser's representative immediately after the acceptance of offer.

All the equipments and materials shall be supplied exactly as per to the approved samples. If at any stage the purchaser brings to the notice of the supplier any discrepancy or defect the supplier shall replace the same at his own expense.

The supplier shall render all reasonable assistance to the purchaser in getting the installation approved by the Government Electrical Inspector prior to the energy station and supply necessary drawings, test certificates and both for tests carried out at the factory and site as well as the tests which the inspector may demand. In case any addition of alternations is required, to be made in the installation or in the equipment as per the directive of the Government Electrical Inspector / Local Authorities, he same will have to be carried out by the supplier, at his own expense.

The position of light fittings, main board, switches, sockets and routes of pipes and cables shown in the drawings are only indicative. The actual position of these shall be decided at site at the time of execution joints by the supplier and the purchaser's authorized representative. The position of light fittings, pipes and board if required, to be changed / shifted due to the change in the building design etc by the purchaser's authorized representative, the same shall be carried out at no extra cost.

All the materials supplied to the contractor according to the Contract condition will be subject to inspection and approval of the officer or his representative from time to time. The contractor will provide all facilities of such inspections free of cost. At the time of inspection, the owner of his representative will have full liberty to reject any such materials, which does not conform to the specification / requirement. No claim for any rejected materials will be entertained by the owner. The contractor will remove all rejected materials from site at his own cost. No surplus materials procured by the contractor will be accepted by the owner. The contractor will be responsible to get the Electric installations cleared by the Authority. Only the inspection fee will be reimbursed by BSCL on production of challan copy.

Installation and Maintenance Tools:

The supplier along with the tender shall furnish a complete list of tools, appliances and accessories required for the installations of switch gear, light fittings, pipes cables and wires.

Drawings:

All drawings, test certificates, instructions manuals etc. shall be in English Language and all dimensions and weights shall be in metric units.

The tenderer shall submit with the tender general arrangement drawings for the installations work, typical methods and cabling and cables supports pipe work and pipe supports, typical methods of earthing and fixing of light fittings earthing etc. as offered by him in the tender.

The contractor shall submit for the purchaser's approval all layout, the general arrangement drawings as well as the typical details of all types of installation work in three sets before commencing the manufacture and the site installations work well in advance so that the site work shall not suffer.

After obtaining approval of the above drawings the contractor shall supply three sets of the following drawings:

- (a.) The arrangement and support of conduit pipe
- (b.) The position of light fittings, switches / plug socket and switch boards
- (c.) Earthing installations
- (d.) Layout plan showing the entire cable network

On completion of work, the successful tenderer shall supply one set of tracing in transparent linen and five sets of prints of all drawings incorporating all the changes / modifications affected during the execution of the contact. All wiring diagrams shall indicate clearly, the switch board, the runs of main and sub main wiring and the position of all the points with their controls. All the circuits shall be clearly indicated and numbered in accordance with IS:375. The technical literatures and operating instructions and the maintenance manuals shall also be supplied in triplicate to the purchasers after the completion of the installations work.

Test:

Manufactures standard tests in accordance with Indian Standard and other standards, adopted shall be carried out on all the equipment and accessories covered by this specification so as to ensure efficient and satisfactory performances of all the components and also the equipment as a whole under working conditions at site. The tenderer shall submit a complete list of all such tests. If the purchaser, if so desired for special tests, to be carried out, under certain conditions the same shall be made by the successful tenderer at his own expenses. All equipment shall be tested at site before the commissioning in accordance with the adopted standard and Indian Electricity Rules. Voltage test shall be carried out on each circuit on completion of wiring and cabling.

Technical Data:

The tenderer shall submit with their tender all such technical data, which are required for complete evaluation of the equipment offered. The suppliers shall give complete technical information of the equipment as detailed in Annexure and relevant Indian standards. The tenderer should supply such details of allequipment and materials offered specially with regard to the following.

- (a.) Fuse switch board and distribution boards
- (b.) Light fittings
- (c.) Conduits and the accessories for them
- (d.) Switches / plug sockets
- (e.) Cable and wires

The tender shall give along with his tender the following details:

- (a.) Complete details of earthing electrodes, earthing station and earthing conductors
- (b.) Details of conduit supports
- (c.) Details of all the equipment and accessories to be supplied

Exception to Specifications:

The object of this specification is to have all tenderers quote for equivalent materials and workmanship. It is, however, understood the certain manufacturers may not be able to offer as specified in every case, where the tenderer may find it necessary to deviate from the exact letter and not the intent of the specification, he must specifically state what these deviations may be at the time he submits the tender. All deviations must be grouped in one statement. No deviations other than those included in the tender will be permitted.

PVC insulated Cables and Wires:

For 415V Distribution system, cables of voltage grade not less than 1000V shall be used. The cables shall be heavy-duty class, PVC insulated and PVC sheathed with aluminium/ copper conductors. The wires used in the lighting installation shall be PVC insulated and PVC sheathed copper / aluminium wire in case of conduits wiring and of 660V grade. Wires of different colours shall be made use of for quick identification of phase wire / neutral wire etc. All cable of wires shall comply with the requirements regarding the manufacture and testing etc as specified in India Standard Specification IS: 1554 and IS:694.

The length of cables indicated in the bill of quantities and drawings are only indicative and the Successful tenderer will be paid for the exact length of cables laid at site. No joint shall be allowed in a run of cables, which can be covered by a possible drum length of cables.

Fuse switch / switch fuse shall be metal clad dust and vermin proof suitable for use under climatic conditions prevailing at site. Switch fuse / fuse switch units shall comply in general to IS:1567/4064 with regard to design and constructional / features.

The 'ON' and 'OFF' position of the switch handles shall be distinctly indicated and interlocks shall be provided to ensure that the switch cover cannot be opened unless the switch is in the 'OFF' position. Means shall, however, be provided for releasing the interlock to permit closing of switch with cover open for testing purposes. Designs with normal conventional position of switch handles, i.e. with switch handle up in the 'ON' position and down in the 'OFF' position shall be preferred. All live parts inside the switch shall be properly surrounded and inter phase barrier shall be provided.

Switch fuse / fuse switch units, distribution boards shall be provided with necessary metal frame work so that they can be mounted on wall / columns structure etc. as desired. The panel boards, shall be wall mounted type or floor mounted type as specified in the bill of quantities or drawings. Necessary supporting metal frame of approved design shall be provided for all panel boards

The arrangements of work boards shall be such that the operational handle of the top mounted switches are within the convenient of operators (about 1.2 M from the finished floor level) and proper space shall be provided for the termination of the cable in the switches provided below the bus-bars.

The bus-bars within the bus-bar chamber shall be liberally spaced for taking the riser connection. The bus bars with aluminum conductors shall be provided and PVC sleeves of different colour shall be mounted on them for easy identification, Clamped joints for taking the riser connections, instead of bolted type shall be preferred.

Two bolted type earthing terminals shall be provided on the switch boards. All individual switches shall be connected with suitable size earth wire to the main earthing terminals of the switchboard. Hanger Board and shock treatment / charts shall be supplied wherever required. At the incoming side of each pen phase, 3-neon type indicating lamps should be provided at the main board.

Switches and Plug Sockets

Switches provided for control of light points shall conform to IS:1087 and shall be rated for 5A/15A/250V

Ceiling Fans and Exhaust Fans:

Ceiling fans shall conform to Indian standard specification IS: 374-1960. The fans shall be supplied with all standard accessories like regulator and capacitors etc.

The performances rating of the propeller fans shall in accordance with stipulations of IS:2312. All fans shall be robust in design and construction and shall be supplied complete with wall brackets / clamps etc.

Fluorescent Fittings:

All fluorescent fittings supplied shall confirm in general to IS:1913 and shall be complete with all standard accessories like choke, starter and capacitor etc. The type of enclosure provided for the fittings shall be of that specified in the bill of quantities and the working drawings. The materials of construction for fittings used for outdoor installations and for use in the work anodes shall be such that they shall with stand the atmospheric condition in that area. Lamp holders used shall be fully shock proof, spring-loaded rotary type to ensure positive lamp locking. It should also be not possible to touch live parts of the lamp holder both after the lamp has been taken out and during the insertion or removal of the lamp. The starters shall be designed to give designed starting characteristics that shall promote full lamp life. Starter shall have high mechanical strength and topic proof construction. It should be incorporated with radio suppression capacitor of adequate rating and\ capacity. Power factor improvement capacitors are provided with hermetically sealed housing to ensure long and trouble free service. Terminal soldering tango shall be provided for easy electrical connections. The capacitors in general shall confirm to IS:1569-1963 and P.F improvement up to 0.95 for twin fluorescent light fittings and 0.9 for single fluorescent light fittings is to be maintained.

The ballast provided in the fluorescent fittings shall generally be in accordance to IS: 1534. The ballast should incorporate the following design features.

- i) Low working temperature
- ii) Correct pre heating current for the electrodes
- iii) Proper wave foam
- iv) Small in dimensions
- v) Correct power supply to the lamp
- vi) No hum.
- vii) Easy connection leads.

All the metal construction of the fittings shall be such that they shall:

- i) Withstand the atmospheric condition prevailing in the area
- ii) Provide maximum mechanical protection to the tubes and fittings accessories. Assists in maximum and uniform light distribution. All fittings shall be provided complete with florescent lamps. All lamps shall confirm to IS:2418.

Incandescent Fittings:

The incandescent fittings shall be supplied strictly as per the details given in the enclosed annexure and bill of quantities, deviation if any regarding design, construction of materials should be specified clearly.

All the metal parts used in construction of the fittings shall have no effect due to dust / fumes / gases likely to exist in the atmosphere. All the bolts, clamps, nuts and guard wire etc shall be galvanized. The wall fittings shall be provided with necessary hooks / clamps / supports etc for fixing the light fittings on wall / ceiling etc as detailed in the bill of quantities and the working drawings. Light fittings shall be suitable for connection with 19mm dia. Conduit pipe as required. If fittings are to be connected through PVC cables, glands of adequate size and capacity shall be provided. The lamp holders provided in the fittings shall confirm to IS:1528.

CODES

Codes shall mean the following including the latest ascendants and / or replacement if any.

- a) Indian Boiler Act, 1923 and Rules and Regulations made their under
- b) Indian Electricity Act, 1923 and Rules and Regulations made there under
- c) Indian Factories Act, 1948 and Rules and Regulations made there under
- d) The minimum wages Act
- e) The Women's Compensation Act
- f) The Payment of Wages Act
- g) The Fatal Accident Act
- h) The Industrial Employment Act
- i) The Employment provident Fund Act
- j) Indian Explosive Act 1984 the Rules and Regulations made there under
- k) Indian Petroleum Act 1934, and Rules and Regulations made there under
- l) A.S.M.E. Test Codes

- m) AIRE Test, Codes
- n) American Society of Materials Testing Codes
- o) Standards of the Indian Standards Institution
 - 1. Low Tension Circuit Breakers: IS 2516-1955 Part I Sec.1
 - 2. Switchgear Bus Bars: IS 375-1963
 - 3. HRC fuse links: IS 2208-1962
 - 4. Distribution fuse boards: IS2675-1966
 - 5. Enclosure for Low Voltage switchgear: IS214701962
 - 6. PVC Cables: IS1554-1975
 - 7. Tabular fluorescent lamps for Cameral lighting service: IS2418-1963
 - 8. Tungsten Filament Lamps for cameral service: IS415-1963
 - 9. Ceiling Fans: IS274-1966
 - 10. Flood lights: IS1947-1961
 - 11. Wall Glass flame-proof electric light fittings: IS2206-1962 (Part 1)
 - 12. Water Tight Electric Light Fittings: IS3553-1956
 - 13. Steel Boxes for Enclosure of Electrical Accessories: IS5133-1969
 - 14. Fittings for Rigid Steel conduit: IS2667-1979
 - 15. Rigid steel circuits for electrical wiring: IS3837-1966
 - 16. Accessories for Rigid Steel Conduits for Electrical Wiring: IS3837-1966
 - 17. Switch Socket Outlets: IS3837-1966
 - 18. PVC Wiring: IS694-1977
 - 19. Switches for domestic and similar purpose IS3854-1966
 - 20. PVC wiring: IS694-1977
 - 21. Call Bell and Buzzers: IS2268-1966
 - 22. Straight through joint boxes and leads sleeves or paper
Insulated cables: EID-0032-1964
 - 23. Earthing: IS3043-1966
 - 24. Electrical Wiring installations: IS732-1963
 - 25. Switchgear: IS3072-1965 (Part I)
 - 26. Lighting protection: IS2309 –1969
 - 27. Public Address system: IS1882-1962
 - 28. Low Tension switch use units: IS4064-1978
 - 29. Code of Practice for Automatic FIRE ALAM system: IS2189-1970
 - 30. Specification for Heat Sensitive Fire Detectors: IS2175-1977
 - 31. Guide for Safety procedure in Electric work: IS5216-1969
 - 32. Rubber Mats for Electric works: IS5424-1969
- p) Other internationally approved standards and / or Rules and Regulations touching the subject matter of the contract

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1. General Provisions

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|---------------------|-------------------|---|
| Definitions | 1.1 | In the Conditions of Contract (these General Conditions) which include Special Conditions, the following works and expressions shall have the meaning stated as under. Words indicating persons or parties include firms, companies, and other legal entities except where context requires otherwise. |
| The Contract | 1.1.1 | |
| | 1.1.1.1 | Bill of Quantities (BOQ) means the priced and completed Bill of Quantities forming part of the Bid. Activity Schedule means the various stages of execution of the Works in case of Lump Sum Contract which are linked to payment Schedule. |
| | 1.1.1.2 | Contract means the document forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Governor of Rajasthan and the Contractor, together with the documents referred to therein including these conditions, the Specifications, designs, Drawings and instructions issued from time to time on Contract and shall be complementary to one another. |
| | 1.1.1.3 | Contract Agreement means the Contract Agreement referred to in Sub-Clause 1.81 [Signing of the Contract]. |
| | 1.1.1.4 | Contract Data means the pages completed by the Procuring Entity entitled Contract Data which constitute the Special Conditions of the Contract. |
| | 1.1.1.5 | Drawings means the Drawings of the Works, as included in the Contract and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract. |
| | 1.1.1.6 | Letter of Acceptance means the letter of formal acceptance, signed by the Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such Letter of Acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing the Letter of Acceptance means the date of signing the Contract Agreement. |
| | 1.1.1.7 | Letter of Technical/ Financial Bid means the document entitled Letter Technical Bid or Letter of Financial Bid, which was completed by the Bidder and includes the signed offer to the Procuring Entity for the Works. |
| | 1.1.1.8 | Risk and Cost means when the Contractor fails to complete the Contract despite due notices, the procuring entity may terminate the Contract with full 10% compensation and/ or measure the acceptable work done and get the balance work of the BOQ/ Activity Schedule carried out at the risk and cost of the Contractor and the difference of cost at which the balance work is carried out through the Department/ Organisation or another agency is debited to the Contractor. |
| | 1.1.1.9 | Schedules means the document(s) entitled Schedules, completed by the Contractor and submitted with the letter of Bid, as included in the Contract. Such documents may include the Bill of Quantities, data, lists and Schedules of rates and /or prices. |
| | 1.1.1.10 | Specifications means the BIS, IRC, and other Code Specification of the |

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| | | Works followed by relevant Department of the Government of India/ State Government and /or included in the Contract and any modification or addition made or approved by the Engineer-in-Charge. |
| | 1.1.1.11 | Technical/ Financial Bid means the Letter of Technical or Financial Bid and all other documents which the Bidder submitted with the Letter of Technical or Financial Bid, as included in the Contract. |
| Parties and Persons | 1.1.2 | |
| | 1.1.2.1 | Party: means the Procuring Entity or the Contractor, or both as the context requires. |
| | 1.1.2.2 | Contractor shall mean the individual, firm or company, whether incorporate or not undertaking the Works and shall include the legal or authorised representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company. |
| | 1.1.2.3 | Contractor's Personnel means the Contractor and Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. All communications addressed to the Contractor can be handed over at site to the Contractor's Representative. |
| | 1.1.2.4 | Contractor's Representative means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.5 [Contractor's Representative], who acts on behalf of the Contractor. |
| | 1.1.2.5 | Engineer-in-Charge or Engineer means the authorised engineer of the Procuring Entity who shall be in-charge of the Works and who shall sign the Contract on behalf of the Governor of Rajasthan/ Procuring Entity and who shall be responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and issuing instructions in pursuance of the Contract. |
| | 1.1.2.6 | The Procuring Entity or PE means the Party who employs the Contractor to carry out the Works. |
| | 1.1.2.7 | Procuring Entity's Personnel means the Engineer-in-Charge, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer-in-Charge] and all other staff, labour and other employees of the Engineer-in-Charge and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer-in-Charge, as Procuring Entity's Personnel. |
| | 1.1.2.8 | Subcontractor means any person / firm named in the Bid /Contract and approved by the Engineer-in-Charge as a Subcontractor, or any person appointed and approved as a Subcontractor subsequently, for a part of the Works; and the legal successors in title to each of these persons/ firms. |
| Dates, tests and periods of completion | 1.1.3 | |
| | 1.1.3.1 | Base Date means the date 28 Days prior to the last date specified for submission of the Bid. |

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| | 1.1.3.2 | Commencement/start Date means the date specified under Sub-Clause 8.3.1 [Commencement of Works]. |
| | 1.1.3.3 | A Defect is any part of the Works not completed in accordance with the approved specifications, designs and/ or drawings of the Contract. |
| | 1.1.3.4 | The Defect Liability Certificate is the certificate issued by Engineer-in-Charge after Defect Liability Period has ended and upon correction of Defects pointed out by the Engineer-in-Charge. |
| | 1.1.3.5 | The Defect Liability Period will be decided by the Department/ Organisation depending on nature of the Works, from the date of completion of the Works and shall be mentioned in the Contract Data. |
| | 1.1.3.6 | Defects Notification Period means the period for notifying Defects in the Works or a Section (as the case may be) under Sub-Clause 13.2 [Completion of Outstanding Work and Remedying Defects], which extends over twelve Months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 13.4 [Extension of Defects Notification Period], calculated from the date on which the Works or Section is completed as certified under Sub-Clause 12.1 [Taking Over of the Works and Sections]. |
| | 1.1.3.7 | Performance Certificate means a certificate issued under Sub-Clause 13.10 [Performance Certificate]. |
| | 1.1.3.8 | Taking-Over Certificate means a certificate issued under Sub-Clause 12.1 [Taking Over of the Works and Sections]. |
| | 1.1.3.9 | Tests on Completion means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 11 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity. |
| | 1.1.3.10 | Tests after Completion means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) is taken over by the Procuring Entity. |
| | 1.1.3.11 | The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in Charge by issuing an extension of time. |
| | 1.1.3.12 | Time for Completion means the time for completing the Works or a section (as the case may be) under Sub-Clause 8.4 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.6 [Extension of Time for Completion], calculated from Commencement Date. |
| | 1.1.3.13 | Day means calendar Day; Year means a period of 365 Days. |
| Money and Payments | 1.1.4 | |
| | 1.1.4.1 | Accepted Contract Amount means the amount accepted in the Letter of Acceptance for execution and completion of the Works and remedying of any defects and maintaining the Works, if stated in the Contract. |
| | 1.1.4.2 | Cost means all expenditure reasonably incurred (or to be incurred) by the |

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| | | Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. |
| | 1.1.4.3 | Final Payment Certificate means the Payment Certificate issued under Sub-Clause 15.9 [Issue of Final Completion Certificate]. |
| | 1.1.4.4 | Final Statement means the statement defined in Sub-Clause 15.10 [Final Statement of Payments]. |
| | 1.1.4.5 | Interim Payment Certificate means a Payment Certificate issued under Sub-Clause 15.5 [Issue of Interim Payment Certificate], other than the Final Payment Certificate. |
| | 1.1.4.6 | Market Rate of an item shall be the current rate as decided by the Engineer-in Charge on the basis of the Cost of Materials and Labour at the Site where the work is to be executed for a variation item. |
| | 1.1.4.7 | Payment Certificate means a Payment Certificate issued under Clause 15 [Contract Price, Payment and Lien]. |
| | 1.1.4.8 | Provisional sums/ Lump sums means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for supply of Plant, Materials or services under Sub-Clause 9.6 [Provisional Sums]. These are also moneys provided in the estimate of the project to pay for unforeseen / un-quantified items. It may also include lump sum provided in the estimate/ BOQ for unforeseen items to be paid after approval of analysis of rates of such items and charges payable to Government agencies or the contractor for approvals, service connections, extensions of services from the supply lines etc., as the case may be. |
| | 1.1.4.9 | Performance Security means an amount as percentage of the Accepted Contract Price deposited in the form of Bank Guaranteed or any other prescribed form deposited by the Contractor as a security for due performance of the Contract. |
| Works and Materials | 1.1.5 | |
| | 1.1.5.1 | Materials are all supplies, including consumables, used by the Contractor for consumption in the Works. |
| | 1.1.5.2 | Permanent Works means the Permanent Works to be executed by the Contractor under the Contract. These works shall have a defined designed life and durability. |
| | 1.1.5.3 | Plant means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, |
| | 1.1.5.4 | Scope of work shall cover execution of all aspects of the Works as per the Contract. |
| | 1.1.5.5 | Section means a part of the Works specified in the Contract Data as a Section (if any). |
| | 1.1.5.6 | Temporary Works are Works designed, approved constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works. |
| | 1.1.5.7 | Work or Works shall, unless there is something either in the subject or |

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| | | context repugnant to such construction, be construed and taken to mean the Works by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional works. |
| Others | 1.1.6 | |
| | 1.1.6.1 | Act means the Rajasthan Transparency in Public Procurement Act, 2012. |
| | 1.1.6.2 | Contractor's documents are the bids (technical and financial) submitted, softwares, bills, reports, drawings, designs, letters/ communications, test results, etc., submitted by the Contractor to the Procurement Entity in connection with the Contract. |
| | 1.1.6.3 | Department means any Department of Government of Rajasthan which invite Bids on behalf of Governor of Rajasthan as specified in Contract Data. |
| | 1.1.6.4 | Field laboratory means the Contractor's equipped laboratory provided with equipments, experienced personnel, consumables, books of specifications and codes for use on quality testing/ inspections on the works. In case of Works valuing more than Rupees 10 crores the Field Laboratory must NABL accredited. |
| | 1.1.6.5 | Force Majeure is defined in Sub-Clause 19.1 [Definition of Force Majeure]. |
| | 1.1.6.6 | Government/ Governor of Rajasthan means the State Government of Rajasthan/ Governor of Rajasthan |
| | 1.1.6.7 | Laws means all the national or the state legislations, statutes, ordinances and other laws, and regulations and by-laws of India and Rajasthan and any legally constituted public authority. |
| | 1.1.6.8 | Procuring Entity's Equipments means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity on hire for the use of the Contractor in the execution of the Works, as stated in the Specifications and Bidding Document. |
| | 1.1.6.9 | Rules means the Rajasthan Transparency in Public Procurement Rules, 2013 |
| | 1.1.6.10 | Site shall mean land and/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract. |
| | 1.1.6.11 | Site office means a suitable covered all weather usable space built by the Contractor at Site of Works at his cost for use by him and the Procuring Entity. |
| | 1.1.6.12 | Unforeseeable means not reasonably foreseeable by the Base Date. |
| | 1.1.6.13 | Variations means any change to the Works, which is instructed or approved as a variation under Clause 9 [Deviations, Variations and Adjustments]. |
| | 1.2 | In the Contract, except where the context requires otherwise <ul style="list-style-type: none"> a) words indicating one gender include all genders; b) words indicating the singular also include the plural and words indicating the plural also include the singular; c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; |

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| Interpretation | | <p>d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p> |
| Communications | 1.3 | <p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, by one party to the other, these communications shall be:</p> <ol style="list-style-type: none"> i. in writing and delivered by hand against receipt, sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and ii. delivered, sent or transmitted to the address for the recipient’s Communications as stated in the Contract Data. However: <ol style="list-style-type: none"> a) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and b) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. <p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer-in-Charge, a copy shall be sent to the Engineer-in-Charge or the other Party, as the case may be.</p> |
| Law and language | 1.4 | <p>The Contract shall be governed by the laws of Central Government, the State Government of Rajasthan and other States as applicable.</p> <p>The ruling language of the Contract shall be English or that stated in the Special Conditions of Contract.</p> |
| Works to be carried out | 1.5 | <p>The Works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, equipment, tools, plants, testing and quality assurance, and transport which may be required in preparation of and doing in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities (Activity Schedule in case of Lump Sum Contract) shall unless otherwise stated, be held to include wastage on Materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labour necessary in and for the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles to deliver a work of specified quality and durability conforming to designs, drawings etc.</p> <p>The Works include clearance, leveling and dressing of Site within a distance of 15 meters of the work site on all sides except where the building adjoins another building.</p> |
| Sufficiency of Tender/ Bid | 1.6 | <p>The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. He shall also be responsible for satisfying himself on the completeness of the documents /data provided by the Procuring Entity. He shall not raise any objections or deficiencies or inaccuracies in such documents.</p> |

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| Discrepancies and adjustment of errors | 1.7.1 | The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small scale Drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions. |
| | 1.7.2 | In the case of discrepancy between the Bill of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: <ul style="list-style-type: none"> • Description of Bill of Quantities • Particular detailed Specification and Special Condition, if any • Drawings / Designs • IRC / MORT & H , ASTHO Specification, if required • Indian Standard Specifications or B.I.S. |
| | 1.7.3 | If there are varying or conflicting provisions made in any one document forming part of the Contract, the Procuring Entity shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor. |
| | 1.7.4 | Any error in description, quantity or rate in Bill of Quantities or any omission therefore shall not vitiate the Contract or release the Contractor from the execution of the whole or part of the Works comprised therein according to Drawings and Specifications or from any of his obligations under the Contract. |
| Signing of the Contract | 1.8.1 | <p>The successful Bidder, after submitting the performance guarantee i.e. within 15 Days of receipt of Notification of Award or as specified in the Contract Data, shall attend the office of the Procurement Entity / Engineer-in-charge for authentication, signing and completion of the Contract document and execute the agreement consisting of: The notice inviting Bid, all the documents including Drawings, if any, forming the Bidding Document as issued at the time of invitation of bids and acceptance thereof together with any correspondence leading thereto, Standard Forms consisting of various standard Sub-Clauses with corrections up to the date stipulated in Contract Data along with annexure thereto and drawings etc.</p> <p>The Costs of stamp duties and similar charges (if any) imposed by Law in connection with entry into the Contract Agreement shall be borne by the Contractor.</p> |
| Signed copy of Contract Document to be given to Contractor | 1.8.2 | The Contractor shall be furnished, free of Cost one signed copy of the Contract Documents together with all Drawings except standard Specifications (BIS or IRC or others), Schedule of Rates and such other printed and published documents, which shall be procured by the Contractor at his cost. These documents shall be deemed to be part of the Contract. These shall be kept in the Site office. None of these documents shall be used for any purpose other than that of this Contract. |
| Conditions of the Contract | 1.8.3 | The Contract shall be governed by the General Conditions of Contract (GCC). The Special Conditions of Contract (SCC)/ Contract Data, wherever applicable, shall supersede/ clarify the GCC to the extent specified. |
| Priority of Documents | 1.8.4 | The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: |

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| | | <p>(a) the Contract Agreement,</p> <p>(b) the Letter of Acceptance/ Letter of Intent/ Work Order,</p> <p>(c) the Technical Bid and Financial Bid along with the letters of the Technical Bid and Financial Bid</p> <p>(d) the Contract Data/ Special Conditions of Contract,</p> <p>(e) the General Conditions of Contract,</p> <p>(f) the Specifications,</p> <p>(g) the Drawings,</p> <p>(h) the Instructions to Bidders,</p> <p>(i) the Notice Inviting Bids, and</p> <p>(j) the Schedules and any other documents forming part of the Contract.</p> <p>If an ambiguity or discrepancy is found in the documents, the Engineer-in-Charge shall issue any necessary clarification or instruction.</p> |
| Personnel | 1.9.1 | The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the qualification criteria to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule. |
| | 1.9.2 | If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating reasons, the Contractor shall ensure that the person leaves the Site within seven Days and has no further connection with the work in the Contract. |
| Procuring Entity's Risks | 1.10 | <p>The Procuring Entity is responsible for the excepted risks which are :</p> <p>(a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or</p> <p>(b) a cause due solely to the design of the Works, other than the Contractor's design.</p> |
| Contractor's Risks | 1.11 | All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the Procuring Entity's risks are the responsibility of the Contractor. |
| Procuring Entity's use of Contractor's documents | 1.12 | <p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:</p> <p>i. apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,</p> <p>ii. entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of</p> |

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| | | <p>any computers supplied by the Contractor.</p> <p>iii. The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third Party by (or on behalf of) the Procuring Entity for purposes other than those permitted under this Sub-Clause.</p> |
| Contractor's use of Procuring Entity's Documents | 1.13 | <p>As between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his Cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third Party by the Contractor, except as necessary for the purposes of the Contract.</p> |
| Care and Supply of documents | 1.14 | <p>The approved Specification, Designs and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make further copies at his Cost.</p> <p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer-in-Charge four copies of each of the Contractor's Documents.</p> <p>The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.</p> <p>If a Party becomes aware of an error or Defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or Defect.</p> |
| Delays in issuing drawings or instructions. | 1.15 | <p>The Contractor shall give notice to the Engineer-in-Charge whenever the Works are likely to be delayed or disrupted if any necessary Drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary Drawing or instruction, details of why and by when it should have been issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer-in-Charge to issue the notified Drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion],</p> <p>However, if and to the extent that the Engineer-in-Charge's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time,</p> |
| Confidential Details | 1.16 | <p>The Contractor's and the Procuring Entity's Personnel shall not disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party</p> |

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| | | without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects. |
| 2. The Procuring Entity | | |
| Right of Access to the Site | 2.1 | <p>The Procuring Entity shall give the Contractor right of access to, and possession of the entire Site within the time specified in the Special Conditions of Contract (SCC). If under the Contract the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specifications/ Special Conditions of Contract. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.</p> <p>If the Contractor suffers delay as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed,</p> <p>After receiving this notice, the Engineer-in-charge shall promptly proceed to agree or determine these matters.</p> <p>However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time.</p> |
| | 2.2 | The right and possession may not be exclusive to the Contractor. |
| Assistance by Procuring Entity | 2.3 | <p>The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain expeditiously any permits, licenses or approvals which the Contractor is required to obtain :</p> <ol style="list-style-type: none"> for the delivery of Goods, including clearance through customs, and for the export of Contractor's Equipment when it is removed from the Site. |
| Procuring Entity's Personnel | 2.4 | The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other Contractors on the Site, co-operate with the Contractor's efforts under Sub-Clause 4.7 [Co-operation], and take actions similar to those which the Contractor is required to take under Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.17 [Protection of the Environment] |
| Procuring Entity's Claims | 2.5 | <p>If the Procuring Entity considers himself to be entitled to any payment under any Sub-Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Procuring Entity or the Engineer-in-charge shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.18 [Electricity, Water and Gas], under Sub-Clause 4.19 [Issue of Procuring Entity's Equipment and Materials], or for other services requested by the Contractor.</p> <p>The notice shall be given as soon as practicable and no longer than 28 Days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given 28 days before the expiry of such period.</p> <p>The particulars shall specify the Sub-Clause or other basis of the claim, and shall include substantiation of the amount and/or extension Defects Notification Period to which the Procuring Entity considers himself to be entitled in connection with the Contract. The Engineer-in-charge shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/or the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 13.4 [Extension of Defects Notification</p> |

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| | | <p>Period].</p> <p>This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.</p> |
| Quality Control | 2.6 | <p>The Procuring Entity shall have the right to exercise proper Quality Control measures. The Contractor shall provide a fully equipped NABL approved field laboratory as specified in the SCC, testing personnel, consumables and other assistance at his cost to conduct such tests as may be specified in the SCC/ Contract Data. The Quality Control shall be in three tiers :</p> <ul style="list-style-type: none"> i) tier one by the Contractor's Engineers to the specified frequency, ii) by the Engineer-in-Charge's personnel to conform the quality and acceptance of the work and iii) by the Technical Examiner's organisation or such other independent bodies of State Government/ the Department/ Organisation or QCI approved Third Party Quality Inspection Agency. The work shall have to be completed to conform to the specifications and shall be acceptable only after rectification of deficient /defective works as per 'Non Conformance Reports', if any, issued by the above mentioned agency or the Engineer-in-Charge. |
| 3. Engineer-in-Charge | | |
| Duties and Responsibilities | 3.1.1 | <p>The Procuring Entity shall designate/ appoint an Engineer-in-charge for the Works, as specified in the Contract Data, who shall carry out the duties assigned to him in the Contract and ensure execution of works as per approved drawings, designs, specifications etc.. The Engineer-in-charge's staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.</p> <p>The Engineer-in-charge shall have no authority to amend the Contract. The Engineer-in-charge may exercise the authority attributable to the Engineer-in-charge as specified in or necessarily to be implied from the Contract. If the Engineer-in-charge is required to obtain the approval of the competent authority before exercising a specific power, he shall obtain that approval.</p> |
| | 3.1.2 | <p>The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer-in-charge.</p> <p>However, whenever the Engineer-in-charge exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the Procuring Entity shall be deemed to have given approval.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> i. whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer-in-charge shall be deemed to act for the Procuring Entity; ii. the Engineer-in-charge has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and iii. any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer-in-charge (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies, quality of works and non-compliances to specifications/ instructions of the Engineer-in-charge /Procuring Entity. iv. Any act by the Engineer-in-charge in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 Days of receipt. <p>The Engineer-in-charge shall obtain the specific approval of the competent authority before taking action under the following Sub-Clauses of these Conditions and other Sub-Clauses, if specified in the Contract Data:</p> |

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| | | <ul style="list-style-type: none"> i. Sub-Clause 4.12 [Unforeseeable Physical Conditions] agreeing or determining an extension of time and/or additional Cost. ii. Sub-Clause 9.1 [Right to Vary]: Instructing a Variation, except; <ul style="list-style-type: none"> (a) in an emergency situation as determined by the Engineer-in-charge, or (b) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data. iii. Approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 9.1 [Right to Vary] or Sub-Clause 9.3 [Value Engineering]. <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer-in-charge, an emergency occurs affecting the safety of life or of the Works / workmen or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer-in-charge, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the competent authority, with any such instruction of the Engineer-in-charge. The Engineer-in-charge shall determine (after due approval from the competent authority) an addition to the Contract Price, in respect of such instruction, in accordance with Clause 9 [Deviations, Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Procuring Entity.</p> |
| Delegation by Engineer- in-Charge | 3.2 | <p>The Engineer-in-charge may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/or test items of works and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.</p> <p>However, unless otherwise agreed by both Parties, the Engineer- in-charge shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations]</p> <p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer-in-charge. However:</p> <ul style="list-style-type: none"> i. any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer-in-charge to reject the work, Plant or Materials; ii. if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer-in-charge, who shall promptly confirm, reverse or vary the determination or instruction. |

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| Instruction of the Engineer-in-Charge | 3.3 | <p>The Engineer-in-charge may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any Defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer-in-charge, or from an assistant to whom the appropriate authority has been delegated under Sub-Clause 3.2. If an instruction constitutes a Variation, Clause 9 [Deviations, Variations and Adjustments] shall apply. The Contractor shall comply with the instructions given by the Engineer-in-charge or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer-in-charge or a delegated assistant:</p> <ol style="list-style-type: none"> gives an oral instruction, receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working Days after giving the instruction, and does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, <p>then the confirmation shall constitute the written instruction of the Engineer-in-charge or delegated assistant (as the case may be).</p> |
| Replacement of Engineer-in-Charge | 3.4 | <p>If the Procuring Entity intends to replace the Engineer-in-charge, the Procuring Entity shall inform the Contractor by a notice before the intended date of replacement, the name and contact details of the intended replacement of the Engineer-in-charge.</p> |
| Determinations | 3.5 | <p>Whenever these Conditions provide that the Engineer-in-charge shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter like variations, extensions of time, responsibilities / valuation for loss and or damage to works etc., the Engineer-in-charge shall peruse the Contract, Specifications, Codes and consult the Contractor in an endeavor to reach an agreement. If an agreement is not reached, the Engineer-in-charge shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>The Engineer-in-charge shall give notice to the Contractor of each agreement or determination, with supporting particulars, within 28 Days from the likely date of implementation of such agreement or determination and obtain receipt of the corresponding claim or request except when otherwise specified. The Contractor shall give effect to each determination unless and until revised under Clause 21 [Claims, Disputes and Arbitration].</p> |
| Minutes of Meeting | 3.6 | <p>The Engineer-in-charge may require the Contractor to attend a progress review / or quality assurance/ design review meeting during execution of the Works. The Engineer- in-charge shall record the minutes of the meeting and provide a copy within 7 days to the Contractor for compliance. These minutes will be a part of evidence in case of request for extension of time or variation or punitive action against the Contractor as per terms of the Contract.</p> <p>In case the issue of minutes is delayed, the Contractor may issue the record note of discussions and decisions taken in the meeting for record and confirmation by the Engineer-in Charge. These shall be treated as confirmed if not denied within 5 working days by the Engineer-in-Charge.</p> |
| 4. The Contractor | | |
| General Obligations and Contractor's personnel. | 4.1.1 | <p>The Contractor shall design, prepare drawings (to the extent specified in the Contract), execute as per specifications and complete the Works in accordance with the Contract and with the Engineer-in-Charge's instructions, and shall remedy any Defects in the Works.</p> <p>The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of Defects.</p> |

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| | 4.1.2 | The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of works, Plant and Materials as is required for the item to be in accordance with the specifications for items of Contract, and shall not otherwise be responsible for the design or Specification of the Permanent Works. |
| | 4.1.3 | The Contractor shall deploy experienced and competent personnel to execute the works. The quality of workmanship has to be as specified. Personnel not found capable of good workmanship shall be removed and replaced with better workman. |
| | 4.1.4 | The Contractor shall, whenever required by the Engineer-in-charge, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. He shall also be responsible for the safety of works and personnel at the site and shall submit a safety execution plan (as per relevant code for safety at construction site) for the approval by the Engineer-in-charge. No significant alteration to these arrangements and methods shall be made without this having previously been approved by the Engineer-in-charge. He shall also comply to the requirements of the mitigations of the Environmental impacts of the execution of works. |
| | 4.1.5 | <p>If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions of Contract:</p> <ul style="list-style-type: none"> i. the Contractor shall submit to the Engineer-in-charge the Contractor's Documents for this part in accordance with the procedures specified in the Contract. ii. these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in the Sub-Clause 1.4 [Law and Language] and shall include additional information required by the Engineer-in-charge to add to the Drawings for co-ordination of each Party's designs; iii. the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and iv. prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer-in-charge the "as-built" drawings, designs and documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair all parts of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Clause 12 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer-in-charge. |
| | 4.1.6 | The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being installed / assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc. |
| | 4.1.7 | The liability, if any, on account of quarry fees, royalties, octroi, service tax, and any other taxes and duties in respect of materials actually consumed on public work shall be borne by the Contractor. |
| | 4.1.8 | The cost of all water / power connections necessary for the execution of the Works and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically indicated. He shall also be responsible for environment mitigated disposal of |

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| | | waste water released during execution. |
| Compliance with the Code of Integrity | 4.2.1 | <p>The Contractor is bound by the provisions of the Code of Integrity stipulated in the Act , the Rules and specified in ITB Sub-Clause 1.3 [Code of Integrity] and refrain himself from corrupt, fraudulent, coercive and collusive practices which are defined as below:</p> <ul style="list-style-type: none"> a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. |
| | 4.2.2 | The Procuring Entity shall take legal action against the Contractor, if it breaches any provisions of the Code of Integrity, under Section 11(3), 46 and chapter IV of the Act. |
| | 4.2.3 | The Contractor shall permit the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Procuring Entity, if so required by the Procuring Entity. |
| Performance Security | 4.3.1 | <p>The Contractor shall have the option to furnish a Performance Security @ 10% of the Contract value, in Indian Rupees, in one of the following forms <i>[strike out which is not applicable]</i>:</p> <ul style="list-style-type: none"> i. Deposit through eGRAS; or ii. Bank Draft or Banker’s Cheque of a Scheduled Bank in India; or iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or iv. Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or v. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. vi. The Contractor shall have option to get the Performance Security deposited by deduction from his each running and final bill (Payment Certificate) @ 10% of the amount of the bill. |

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| Additional Performance Security | 4.3.2 | <p>i. If the Bid, which results in the lowest evaluated bid price, is seriously imbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default by the successful Bidder under the Contract.</p> <p>ii. Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer-in-charge determines an addition to the Contract Price as a result of a change in Cost, or as a result of a Variation of the Contract Price, the Contractor shall at the Engineer-in-charge's request promptly increase the Performance security to a level of 10 percent of the increased Contract Price.</p> |
| | 4.3.3 | <p>The proceeds of the Performance Security may be forfeited in full or part and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <ol style="list-style-type: none"> when the Contractor does not execute the agreement within the specified time; after issue of letter of acceptance/ placement of work order; or when the Contractor fails to commence the work within the time specified; or when the Contractor fails to complete the work satisfactorily within the time specified; or when any terms and conditions of the contract is breached; or Failure by the Contractor to pay the Procuring Entity any amount due, either as agreed by the Contractor or determined under any of the Sub-Clauses of these Conditions or any established dues under any other contract; or if the Contractor breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, the Rules, ITB Sub-Clause 1.3 and Sub-Clause 4.2.1 of these Conditions. <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p> |
| | 4.3.4 | <p>The Contractor shall ensure that the Performance Security remains valid upto a period 60 days beyond fulfillment of all the obligations of the Contractor under the Contract, including defect liability and maintenance, if any. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 Days prior to the expiry date as provided in the Contract, the Contractor shall get extended the validity of the Performance Security.</p> <p>Failure by the Contractor to extend the validity of the Performance security as described herein above, in which event the Engineer-in-charge may claim the full amount of the performance security.</p> |
| | 4.3.5 | <p>The Procuring Entity shall return the Performance Security or release the Performance Security Declaration to the Contractor as below after completion of all obligations under the Contract, more specifically, after the expiry of the period as specified below:</p> <ol style="list-style-type: none"> In case of contracts relating to hiring of trucks and other T&P, transportation including loading, unloading of materials, the amount of Performance Security will be refundable along with the final bill. Ordinary repairs: 3 months after the completion of the Works, provided the final bill has been paid. Original Works / Special Repair Works: Performance Security will be refunded six months after completion, or after expiry of one full |

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| | | <p>rainy season, or after expiry of defect liability period and maintenance period, if any specified in the Contract Data, whichever is later, provided the final bill has been paid.</p> <p>iv. In case of supply of materials: after 3 months of completion of supply, provided the final bill has been paid.</p> <p>v. In case of PWD original Works/ Special Repair Works costing more than Rupees 100 lakh, partial amount of Performance Security will be refunded during the defect liability @ 10% of the Performance Security amount after the lapse of one year of completion and thereafter 10% of original amount of Performance Security at the end of each subsequent year. The remaining amount of Performance Security will be refunded after the satisfactory expiry of the defect liability period.</p> <p>vi. In case of PHED Works in which O&M of the Works is also involved, Performance Security shall be refunded as specified in the SCC</p> |
| | 4.3.6 | In the event of the Contract being determined or rescinded under any of the provisions of Sub-Clause 16.1, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Procuring Entity. |
| Commencement of Work at the earliest. Record the commencement or start date. | 4.4 | The Contractor shall commence the Works after signing of the Contract within the period as specified in the Special Conditions of the Contract. In case the Contractor does not commence the works within the above period, the Engineer-in-charge shall issue a notice after the expiry of the said period. The actual date of commencement shall be duly recorded by the Engineer-in-Charge. |
| Contractor's Representative | 4.5 | <p>Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer-in-charge for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of this Sub-Clause, or if the appointed person fails to act as Contractor's Representative, or conducts improperly at the Site, the Contractor shall submit the name and particulars of another suitable person for such appointment. The former representative shall be removed within seven Days of such notice containing reasons by the Engineer-in-charge.</p> <p>The Contractor shall not, except if the representative has lost the confidence of the Contractor or is not complying to the instructions of the Engineer-in-charge or his assistants, remove without the prior consent of the Engineer-in-charge, revoke the appointment of the Contractor's Representative or appoint a replacement.</p> <p>The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer-in-charge's prior consent, and the Engineer-in-charge shall be notified accordingly. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer-in-charge] and comply to them.</p> <p>The Contractor's Representative may delegate any powers, functions and authority to any competent person and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer-in-charge has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor's Representative shall</p> |

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| | | be fluent in the language for communications defined in Sub-Clause 1.4. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer-in-charge. |
| Sub-Contractor, nominated Sub-Contractor. | 4.6 | <p>The Contractor shall not Sub-let or subcontract the whole/ or even part of the Works without the consent of the Engineer-in-charge. If the Contractor does so, the Contract shall be liable to be terminated under Sub-Clause 16.1[Termination by Procuring Entity]. Details of the capability of such proposed Sub-Contractors shall be approved by the Engineer-in-charge. The Contractor shall be responsible for the misconduct, acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor.</p> <p>Unless otherwise stated:</p> <ul style="list-style-type: none"> i. the Contractor shall not be required to obtain consent to suppliers solely of materials, or to a subcontract for which the nominated Subcontractor is named in the Contract. ii. the prior consent/ approval of the Engineer-in-charge on capability documents of the sub-contract shall be obtained for proposed Sub-Contractor; iii. the Contractor shall give the Engineer-in-charge not less than 28 Days' notice of the intended date of the commencement of each Sub-Contractor's work, and of the commencement of such work on the Site. <p>The Contractor shall ensure that the requirements imposed on the Contractor regarding Confidentiality as defined in the GCC Sub-Clause 1.16 [Confidential Details] shall apply equally to each nominated Subcontractor / Subcontractor.</p> |
| Co-Operation | 4.7 | <p>The Contractor shall, as specified in the Contract or as instructed by the Engineer-in-charge, allow appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> i) the Procuring Entity's Personnel, ii) any other Contractors employed by the Procuring Entity, and iii) the personnel of any legally constituted public authorities, <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p> <p>In case of a notified disaster the Contractor shall extend all kind of support to the DDMA as per Government terms and conditions.</p> <p>Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other Contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.</p> <p>If, under the Contract, the Procuring Entity is required to give to the Contractor, possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer-in-charge in the time and manner stated in the Specifications.</p> |
| Safety Procedures at the site of works | 4.8.1 | <p>The Contractor shall:</p> <ul style="list-style-type: none"> i. prior to the commencement of the Works, prepare and submit for approval by the Engineer-in-charge an auditable safety plan at Site in accordance with relevant Safety Code. The Contractor shall comply with all applicable safety regulations; ii. take care for the safety of all persons entitled to be on the Site; iii. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons; iv. provide fencing, lighting, guarding and watching of the works until completion and taking over under Sub-Clause 12.1 [Taking over of Works]; and v. provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, |

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| | | <p>for the use and protection of the public and of owners and occupiers of adjacent land.</p> <p>In addition to the provisions of this Contract, the Contractor shall follow the safety code of the Department.</p> |
| Safety Provisions for labour | 4.8.2 | <p>In respect of all labour directly or indirectly employed, noncompliance in the work for the performance of the Contractor's part of this Contract, the Contractor shall at his own expense arrange for the safety provisions as per BIS/ P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to provide for all such arrangements at the risk and cost of the Contractor.</p> |
| Quality Assurance | 4.9.1 | <p>The Procuring Entity shall have the right to exercise proper Quality Control measures to ensure that the works have been executed as per specifications and have the designed durability. It will be in three tiers:</p> <ol style="list-style-type: none"> The first tier being the Contractor's engineers ensuring full compliance to specifications and conforming the same through testing (as per frequencies specified in the BIS, IRC or other relevant codes) on input materials, processes and the output in the field laboratory established by the Contractor at his cost . The second tier shall be the Engineer-in-charge's team conducting such tests to the extent of the specified code frequency at the Contractor's field laboratory or Department/ Organisation's laboratory and comparing the results with those carried out by the Contractor's Engineers; and The third tier shall be the 'Third Party Quality Inspections' by the QCI approved / accredited Inspection Bodies as per ISO 17020, or by the Technical Examiner of the Department/ Organisation, where exists. The QCI approved / accredited Inspection Body may be selected through competitive bidding. The third tier shall conduct such tests to the extent of 10% of the specified frequencies duly witnessed by the Contractor's & Procuring Entity's Engineers and providing a final acceptability on the Works costing above Rs 10 crores for buildings and structures and Rs.20 crores for roads, bridges/ flyovers, canals, dams, etc. as specified in the SCC. <p>The Contractor shall provide all assistance to conduct such tests.</p> |
| | 4.9.2 | <p>The Contractor shall institute a approved quality assurance plan stating the methodology / responsibility for sampling, testing/ confirmatory testing, testing frequencies, statistical quality controls, observation / report formats, acceptance criteria, issue and resolution of Non Conformance Reports etc. to demonstrate compliance with the requirements of the specifications. The system shall be in accordance with the details stated in the Contract. The Engineer-in-charge shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Engineer-in-charge for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer-in-charge, evidence of the prior acceptance by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p> |
| Site Data | 4.10.1 | <p>The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for verifying and interpreting all such data. The Procuring Entity shall not be held</p> |

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| | | responsible about the correctness of all such data and the Contractor shall confirm/ verify all such data at his own cost. |
| | 4.10.2 | <p>To the extent which was practicable (taking account of Cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid for Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation):</p> <ol style="list-style-type: none"> the form and nature of the Site, including sub-surface conditions, the hydrological and climatic conditions, the extent and nature of the work and goods necessary for the execution and completion of the Works and the remedying of any Defects, the Laws, procedures and labour practices of India, particularly Rajasthan, and the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services. |
| Sufficiency of the Contracted Amount | 4.11 | <p>The Contractor shall be deemed to:</p> <ol style="list-style-type: none"> have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data]. <p>Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any Defects.</p> |
| Unforeseeable Physical Conditions | 4.12 | <p>In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.</p> <p>If the Contractor encounters adverse physical conditions which the Procuring Entity considers to have been Unforeseeable, the Contractor shall give notice to the Engineer-in-charge as soon as practicable.</p> <p>This notice shall describe the physical conditions, so that they can be inspected by the Engineer-in-charge, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer-in-charge may give. If an instruction constitutes a Variation, Clause 9 [Deviations, Variations and Adjustments] shall apply.</p> <p>If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/ or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 21.2 [Contractor's Claims] to:</p> <ol style="list-style-type: none"> an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and payment of any such Cost, directed to be incurred by the Contractor as approved extra item which shall be included in the Contract Price. <p>Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine whether and (if so) to what extent these physical conditions were Unforeseeable, and the matters described in sub-paragraphs (i) and (ii) above related to this extent by</p> |

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| | | <p>the Contractor, but the Engineer-in-charge shall not be bound by the Contractor's interpretation of any such evidence.</p> <p>However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer-in-charge may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favorable conditions were encountered, the Engineer-in-charge may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (ii) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.</p> |
| Right of Way and Facilities | 4.13.1 | <p>Unless otherwise specified in the Contract the Procuring Entity shall provide access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and Cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.</p> |
| | 4.13.2 | <p>The Contractor shall allow the Engineer-in-charge and any person authorized by the Engineer-in-charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials are being collected or stored or plant are being installed/ assembled for the Works. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.</p> |
| Avoidance of Interference with public conveniences | 4.14 | <p>The Contractor shall not interfere unnecessarily or improperly with:</p> <ol style="list-style-type: none"> the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Procuring Entity or of others <p>The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p> |
| Access Routes to Site | 4.15 | <p>The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.</p> <p>Except as otherwise stated in these Conditions:</p> <ol style="list-style-type: none"> the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route; the Procuring Entity does not guarantee the suitability or availability of particular access routes; and Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor. |
| Contractor's Equipment | 4.16 | <p>The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer-in-Charge. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.</p> |
| Protection of the Environment | 4.17 | <p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property</p> |

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| | | <p>resulting from pollution, noise and other results of his operations.</p> <p>The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specifications or prescribed by applicable Laws.</p> <p>The Contractor shall, throughout the execution and completion of the Works and the remedying of any Defects therein:</p> <ol style="list-style-type: none"> have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Procuring Entity) in an orderly state appropriate to the avoidance of danger to such persons; and provide and maintain at his own Cost all lights, guards, fencing, warning signs and watchmen and other things necessary or required by the Engineer-in-charge or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others. |
| Electricity, Water and Gas | 4.18 | <p>The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.</p> <p>The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, suitable water, gas and other services as may be available on the Site with due permission of the service provider, on payment of billing value. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring / paying for the quantities consumed.</p> <p>The quantities consumed and the amounts due for such services shall be agreed or determined by the Engineer- in- Charge in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity /service provider.</p> |
| Issue of Procuring Entity's Equipments and Materials <i>(Not applicable in case of Lump Sum Contract)</i> | 4.19 | <ol style="list-style-type: none"> The Procuring Entity may on request issue its machinery and equipment on hire to the Contractor, if available, for the use in the execution of the Works. The hire charges shall be as provided in the Contract Data or on the rates declared by the Procuring Entity in general. The Procuring Entity shall hand over the equipment in good working condition duly confirmed by the Contractor at the time of issue, along with departmental operators, helpers. The Contractor shall be responsible for the proper operation and care of the Procuring Entity's Equipment, POL, washout and ordinary repairs Contractor's operators shall not operate the equipment and the rentals / hire and other charges shall be deposited in advance for every 15 days by the Contractor failing which these shall be recovered from the immediately next Interim payment due to the Contractor. The Procuring Entity may issue materials like cement, steel, etc. (if available) to the Contractor for bonafide use in the Works at the rates specified in the Contract Data or at issue rate plus storage charges or free of cost, if it is a labour rate Contract, at the time and place specified in the Contract. Such materials shall be issued at different stages in quantities calculated for each stage by the Engineer-in-Charge. |
| Progress Reports | 4.20 | <p>Unless otherwise stated in the Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer-in-charge in specified number of copies along with the interim payment certificates, and the updated construction programme on MS Project or similar software for the next month. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 Days after the last day of the month to which it relates. Reporting shall continue until the Contractor has completed all works which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> |

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| | | <ul style="list-style-type: none"> i. charts, drawings, outputs and detailed descriptions of progress, including each stage of design (if any) on MS project or similar software, Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Sub-Clause 5.2 [Nomination of Sub-Contractors]; ii. photographs (in adequate numbers) showing the status of progress of works on the Site; iii the details described in Sub-Clause 6.12 [Records of Contractor's Personnel & Equipment]; iv. copies of quality assurance documents, test results, test certificates of manufactured Materials and action taken on Third Party Quality Inspections by the Contractor; v. list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 21.2 [Contractor's Claims]; vi. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and vii. comparisons of actual and planned progress, hindrances, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays. |
| Security of the Site and Works | 4.21 | <p>Unless otherwise stated in the Conditions:</p> <ul style="list-style-type: none"> i. the Contractor shall be responsible for keeping unauthorized persons off the Site, ii. authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor by the Procuring Entity or the Engineer-in-charge, as authorized personnel of the Procuring Entity's other Contractors on the Site. iii. The contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost. All templates, forms. Moulds, centering, false works and models which in the opinion of the Engineer-in-charge are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost. iv. The Contractor shall arrange to keep the site and works secure from manmade disasters, explosions by design or by accident or both at his own cost. |
| Contractor's Operations on Site | 4.22 | <p>The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed to by the Engineer-in-charge as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <p>During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus Materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.</p> <p>When the annual repairs and maintenance of Works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the Contract. In case the Contractor fails to comply with the requirements of this Sub-Clause, the Engineer-in-Charge shall have the right to get</p> |

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| | | <p>this work done at the Cost of the Contractor either Departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten Day's notice in writing to the Contractor.</p> <p>Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such goods, equipment as are required by the Contractor to fulfill obligations under the Contract.</p> |
| Fossils/ antiques and articles of value | 4.23 | <p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Engineer-in-charge / Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer-in-charge, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion]; and ii. Payment of any such Cost, which shall be included in the Contract Price. After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. |
| Completion Plans to be Submitted by the Contractor | 4.24 | <p>The Contractor shall submit completion drawings, designs and test data in 6 copies (4 hard and two soft) within thirty Days of the virtual completion of the Works.</p> <p>In case, the Contractor fails to submit the completion drawings, designs as aforesaid, the Engineer-in-charge shall be authorised to get these as built drawings, designs and test data prepared at the cost of the Contractor.</p> |
| Contractor to Supply Tools & Plants etc. | 4.25 | <p>The Contractor shall provide at his own Cost all materials plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and Temporary Works required for the proper execution of the Works, whether original, altered or substituted and whether included or not in the Specification or other documents forming part of the Contractor referred to in these conditions, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the Works.</p> <p>The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out Works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or Materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the cost of the Contractor and recover it from him under this Contract or otherwise and/ or from his Performance Security or the proceeds of sale thereof, or of a sufficient portion thereof.</p> |
| Changes in the firm's constitution to be intimated | 4.26 | <p>Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the Works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been subcontracted in contravention of Sub-Clause 4.6 [Sub-Contractor, nominated Sub-Contractor] and the same action may</p> |

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| | | be taken and the same consequences shall ensue as provided in the Sub-Clause 16.1 [Termination by Procuring Entity] |
| 5. Sub-Contractor and Nomination of Sub-Contractor | | |
| Sub Contractor | 5.1 | A Sub Contractor, if permitted under the Contract, is a firm or a person specified by the Contractor in his Bid along with details of his capabilities on equipment/ machineries, personnel (technical and others), experience on similar works specific to the project, commitment to Quality assurance etc. He should not have been debarred by the Procuring Entity or the State Government. |
| Nomination of Sub-Contractor | 5.2 | In the Contract, "nominated Sub-Contractor" means a Sub-Contractor: (a) who is stated in the Contract as being a nominated Sub-contractor, or (b) whom the Engineer-in-charge, instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.3 [Objection to Nomination]. |
| Objections to nominations | 5.3 | The Contractor shall not be under any obligation to employ a nominated Sub-contractor against whom the Contractor raises reasonable objection by notice to the Engineer-in-charge as soon as practicable, with supporting particulars. |
| Payment to Nominated Sub-Contractor | 5.4 | The Contractor shall pay to the Nominated Sub-Contractors the amounts shown on the Nominated Sub-contractor's invoices approved by the Contractor which the Engineer-in-charge certifies to be due in accordance with the sub-contract. These amounts plus other charges paid to the Nominated Sub-Contractor shall be included in the Contract Price in accordance with Sub-Clause 9.6 [Provisional Sums]. |
| Evidence of payments | 5.5 | Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer-in-Charge may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor: (a) submits this reasonable evidence to the Engineer-in-Charge, or (b) (i) satisfies the Engineer-in-Charge in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and (ii) submits to the Engineer-in-Charge reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, or the Procuring Entity shall deduct the amount from the dues of the Contractor, the amount which the nominated Subcontractor was directly paid by the Procuring Entity. |
| 6. Engagement of Staff and Labour by the Contractor | | |
| Staff and Labour | 6.1 | i. Except as otherwise stated in the Specifications, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, water, power, healthcare backup, transport and, when appropriate, housing. ii. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within India. iii. No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of Rajasthan shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from Government service without the previous permission of State Government in writing. The Contract is liable to be cancelled if either the Contractor or any of his |

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| | | employees is found at any time to be such a person who had not obtained said permission prior to engagement in the Contractor's service, as the case may be. |
| Bidder barred from bidding if near Relatives working in Procuring Entity's office | 6.2 | <p>The Contractor shall not be permitted to bid for works of a Procuring Entity in which his near relative is an employee. He shall also not have a person as his employee who is a near relative of an employee of the Procuring Entity. Any breach of this condition by the Contractor shall be considered as breach of Code of Integrity and shall render him liable to action under Section 11(3) of the Act which includes exclusion of his Bid from procurement process, forfeiture of Bid Security, Performance Security or any other security or bond relating to procurement, recovery of payments made, if any, along with interest at bank rate, cancellation of the Contract, if already made, debarment from future bidding for a period upto three years, etc.</p> <p><i>Note: By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand- children, brothers and sisters, uncles and cousins and their corresponding in- laws.</i></p> |
| Employment of Technical Staff and other Employees | 6.3.1 | The Contractor shall Engage technical personnel as per list provided for in the Contract and provide all necessary superintendence during execution of the Works and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract. The project manager of the Contractor shall be his principal technical representative. Other personnel shall be engaged as specified in the qualification criteria. |
| | 6.3.2 | <p>The technical staff should always be available at site whenever required by Engineer- in- charge to take instructions.</p> <p>The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the Rules and Orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.</p> |
| Responsibility of the Technical Staff and employees | 6.4 | Technical officers/ staff deployed by the Contractor at any construction Site will be responsible for proper quality of Works and physical targeted progress of the Works. |
| Rate of Wages and Conditions of Labour | 6.5 | <p>The Contractor shall not pay less than fair wages/ minimum wages to labourers engaged by him on the Works as revised from time to time by the State Government, but the Procuring Entity shall not be liable to pay anything extra for it except as stipulated in price escalation Sub-Clause of the agreement.</p> <p>Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948.</p> <p>The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers directly or indirectly engaged on the Works, including any labour engaged by his Sub-Contractors in connection with the said Works as if the labourers have been immediately or directly employed by him.</p> <p>In respect of all labourers, immediately or directly employed on the Works, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that maybe made by the State Government from time to time in Regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.</p> <p>The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the Contract, for the benefit of the worker or the workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the Contract, or as a result of non-observance of the aforesaid regulations.</p> <p>Vis-à-vis the State Government of Rajasthan, the Contractor shall be primarily</p> |

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| | | <p>liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his Sub-Contractors.</p> <p>The regulations, aforesaid, shall be deemed to be part of this Contract and any breach, thereof, shall be deemed to be breach of the Contract.</p> |
| Contractor not to engage staff of Procuring Entity | 6.6 | The Contractor shall not recruit, or attempt to recruit, full time (on leave) or part time the staff and labour from amongst the Procuring Entity's Personnel in any capacity. |
| Working Hours | 6.7 | <p>No work shall be carried out on the Site on locally recognized Days of rest, or outside the normal working hours stated in the Contract Data, unless:</p> <ul style="list-style-type: none"> i otherwise stated in the Contract, ii. the Engineer-in-charge gives consent, or iii the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer-in-charge. |
| Facilities for Staff and Labour | 6.8 | <p>Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide work site facilities for the Procuring Entity's Personnel as stated in the Specifications.</p> <p>The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p> |
| Health & Safety | 6.9 | <p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay, doctor at call and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint a safety officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified and trained for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer-in-charge, details of any accident occurred at the Site or to or due to the Works, as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer-in-charge may reasonably require.</p> |
| Contractor's Superintendence | 6.10 | <p>Throughout the execution of the Works, and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works.</p> <p>Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language] and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.</p> |
| Contractor's Personnel | 6.11 | <p>Contractor's Personnel shall be appropriately qualified, skilled and experienced in respective trades or occupations. The Engineer- in-charge may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, if applicable, who:</p> <ul style="list-style-type: none"> i. persists in any misconduct or lack of care, ii carries out duties incompetently or negligently, iii. fails to conform with any provisions of the Contract, or iv. Persists in any conduct which is prejudicial to safety, health, or the |

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| | | <p>protection of the environment.</p> <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.</p> |
| Records of Contractor's personnel and Equipment | 6.12 | The Contractor shall provide all required equipment, machinery at the Site and submit to the Engineer-in-charge, details showing the number of each category of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer-in-charge, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. |
| Disorderly Conduct | 6.13 | The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site. |
| Foreign Personnel | 6.14 | <p>Is permitted, the Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Procuring Entity will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or Government permission required for bringing in the Contractor's personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p> |
| Supply of Food Stuffs | 6.15 | The Contractor shall arrange for the provision of a sufficient supply of suitable food stuff as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract. |
| Supply of Water | 6.16 | The Contractor shall, having regard to local conditions, provide at his cost on the Site an adequate supply of potable drinking and other water for use in construction and for use of the Contractor's Personnel. |
| Measures against Insect and Pest Nuisance | 6.17 | The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| Alcoholic Liquor or Drugs | 6.18 | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel. He shall also not allow the consumption of such Alcoholic Liquor/Drugs at Site during working hours. |
| Arms and Ammunition | 6.19 | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so. |
| No unlicensed storage of Explosives and POL | 6.20 | The Contractor is not authorised to store explosives and POL or other inflammable materials without a valid license from the competent legal authority. |
| Prohibition of Forced or Compulsory labour | 6.21 | The Contractor shall not employ forced or compulsory labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. |

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| Prohibition of Child Labour | 6.22 | The Contractor shall comply with the provisions of Acts and rules pertaining to prohibition of employment of child labour including not employing any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. |
| Festivals and Religious Customs | 6.23 | The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs. |
| Employment Records of Workers | 6.24 | The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer-in-charge, and these records shall be available for inspection by Auditors / labour inspectors and others as per law during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.12 [Records of Contractor's Personnel and Equipment]. |
| Compliance with Labour Laws | 6.25 | <p>The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p> <p>The Contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the Works, and continue to have a valid license until the completion of the Works. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The Contractor shall also comply with the provisions of the Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996.</p> |
| Payment of Wages | 6.26 | <p>i. The Contractor shall pay to labour employed by him either directly or through Sub-Contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, where applicable.</p> <p>ii. The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid for wages to labour indirectly engaged on the Works including any labour engaged by his sub-Contractors in connection with the said Works, as if the labour had been immediately employed by him.</p> |
| Penalty for non-compliance with labour Laws | 6.27 | <p>i. In respect of all labour directly or indirectly employed in the Works of performance of the Contractor's Part of this Contract, the contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature as per the Provisions of Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.</p> <p>ii. The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions, made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.</p> <p>iii. Under the provision of Minimum Wages (Central) Rules 1950, the</p> |

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| | | <p>Contractor is bound to allow to the labour directly or indirectly employed in the Works one day rest for 6 Days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.</p> <p>iv. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, or the modifications thereof or any other relevant Labour Laws and the rules made thereunder from time to time.</p> <p>v. The Contractor shall indemnify and keep indemnified the State Government/ Procuring Entity against payments to be made under and for the observance of the Laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his Sub-Contractors.</p> <p>vi. The Laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.</p> <p>vii. Whatever is the minimum wage for the time being, or if the wage payable higher than the minimum wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p> |
| 7. Execution of works and workmanship | | |
| Manner of Execution | 7.1 | <p>The Contractor shall carry out works, the production of mixes, the procurement of input materials, and all other execution of the Works:</p> <p>i. in the manner (if any) specified in the Contract,</p> <p>ii. in a proper workman like and careful manner, in accordance with recognized good practices, and</p> <p>iii. with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract.</p> |
| Samples | 7.2 | <p>The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer-in-charge for consent prior to using the Materials in or for the Works:</p> <p>i. Contractor's standard samples of raw/ produced Materials and samples specified in the Contract, all at the Contractor's Cost, and</p> <p>ii. additional samples instructed by the Engineer-in-Charge as a Variation.</p> <p>Each sample shall be labeled as to origin and intended use in the Works. Samples shall also be collected by the Quality testing/inspection teams from the works in progress and the Contractor shall willingly cooperate with such quality assurance procedures.</p> |
| Inspection | 7.3 | <p>The Procuring Entity's Personnel shall at all reasonable times:</p> <p>i. have full access to all parts of the Site and to all places from which natural materials are being obtained, and</p> <p>ii. during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of materials.</p> <p>The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p> <p>The Contractor shall give notice of minimum 07 days to the Engineer-in-</p> |

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| | | charge whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport, beyond measurement, any work in order that the same may be measured and correct dimensions thereof, be taken before the same is covered up. The Engineer-in-charge shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer-in-charge does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer-in-charge, uncover the work and thereafter reinstate and make good, all at the Contractor's Cost. |
| Stores supplied by the Procuring Entity <i>(Not applicable in case of Lump Sum Contract)</i> | 7.4 | <p>If the specification or estimate of the Works provide for the use of any special description of materials, to be supplied from the Engineer Incharge's stores, or if, it is required that Contractor shall use certain stores to be provided by the Engineer Incharge specified in the Schedule or Memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the Contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said Schedule or Memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the Contractor under the Contract or otherwise or against or from the Performance Security or the proceeds of sale, if the same is held in Government securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of the Procuring Entity, shall remain the absolute property of the Procuring Entity. The Contractor shall be the trustee of the stores/ materials, so supplied/ procured and these shall not, on any account, be removed from the Site of the Works and shall be, all times, open to inspection by the Engineer Incharge. Any such materials, unused and in perfectly good condition at the time of completion or determination or rescinding of the Contract, shall be returned to the Engineer Incharge's Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the Contractor fails to return the materials, so required, he shall be liable to pay the price of such materials. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc., paid by the Contractor, in case of supplies received with the assistance of the Procuring Entity, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer Incharge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Procuring Entity, all advantages or profits resulting or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.</p> |
| Penal rate in case of excess consumption <i>(Not applicable in case of Lump Sum Contract)</i> | 7.5 | <p>The Contractor shall return the materials issued free of cost to him and found surplus after its intended consumption in the Works, immediately. The Contractor shall be charged for the materials which were not returned or consumed in excess of the requirements calculated on the basis of standard consumption approved by the Procuring Entity, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Materials Supply and Consumption Statement, in prescribed Form RPWA 35A, shall be submitted with every Payment Certificate, distinguishing</p> |

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| | | materials supplied by the Procuring Entity and materials procured by the Contractor himself. The recovery for such materials shall be made from Payment Certificate next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Payment Certificate. |
| Hire of Plant and Machinery | 7.6 | Plant and Machinery, required for execution of the Works, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per the departmental/ Organisation Rules, as per Schedule annexed to these conditions. Rates of such Plant & Machinery should be revised periodically so as to bring them at par with market rate. |
| Imported Store articles to be obtained from the Procuring Entity <i>(Not applicable in case of Lump Sum Contract)</i> | 7.7 | The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the Works or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission, in writing, from the Engineer Incharge. to obtain such stores and articles from elsewhere. The value of such stores and articles, as may be supplied to the Contractor by the Engineer Incharge, will be debited to the Contractor, in his account, at the rates shown in the Schedule attached to the Contract, and if they are not entered in the Schedule, they will be debited at cost price, which for the purposes of this Contract, shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges. |
| Materials Supplied by the Contractor | 7.8 | <p>The Contractor shall, at his own expense, provide all materials conforming to the specifications from the sources approved by the Engineer-In-Charge, required for the Works other than those, which are stipulated, to be supplied by the Procuring Entity.</p> <p>Samples for all such materials shall be collected by the Contractor and tested in the presence of representative of the Engineer-in-Charge, at the field laboratory established by the Contractor at the site. Tests which cannot be carried out at the field laboratory, shall be got tested at an NABL accredited laboratory, or any ISI approved laboratory or a Government /Departmental laboratory approved by the Engineer-in-Charge. Only materials so approved shall be used in the works and any change of materials shall be similarly got approved again. Works constructed/executed with unapproved materials shall be summarily rejected without any further investigation or testing.</p> <p>The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p> <p>The Engineer-in-Charge shall have full powers to require the removal from the premises, of all materials which in his opinion are not in accordance with the Specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such Materials. The Engineer-in-Charge shall also have full powers to require other proper Materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied from other suitable sources and all Costs which may be incurred for such removal and substitution shall be borne by the Contractor.</p> |
| Testing | 7.9.1 | <p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Contractor shall provide a field laboratory with all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer-in- charge, the time and place for the specified testing of any Plant, Materials and other parts of the Works.</p> <p>The Engineer-in-charge may, under Sub-Clause 9.2.1 [Deviations/ Variations, Extent and Pricing], vary the location or details of specified tests,</p> |

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| | | <p>or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or works or workmanship is not in accordance with the Contract, the Cost of carrying out this variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.</p> <p>The Engineer-in-charge shall give the Contractor not less than 24 hours' notice of the Engineer-in-charge's intention to attend the tests. If the Engineer-in-charge does not attend at the time and place agreed, he may designate a qualified and authorised person to attend the testing, if not, the Contractor may approach the Procuring Entity for deputing an Engineer / any other experienced person to witness the tests. In no case shall the tests be conducted without an Engineer/competent person representing the Procuring Entity.</p> |
| | 7.9.2 | <p>If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters</p> <p>The Contractor shall promptly forward to the Engineer-in-charge, duly certified reports of the tests. When the specified tests have been passed, the Engineer-in-charge shall endorse the Contractor's test certificate.</p> |
| Cost of Samples | 7.10 | All samples shall be supplied by the Contractor at his own Cost if the supply thereof is clearly intended by or provided for in the Contract. |
| Cost of Tests | 7.11 | <p>The Cost of conducting any test shall be borne by the Contractor if such test is:</p> <ul style="list-style-type: none"> i. clearly intended by or provided for in the Contract, or ii. particularised in the Contract (In case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes for which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Bid. |
| Cost of Tests not provided for | 7.12 | <p>If any test required by the Engineer-in-charge which is:</p> <ul style="list-style-type: none"> i. not so intended by or provided for in the Contract or codes; ii. (in the cases above mentioned) not so particularized, or iii. (though so intended or provided for), <p>if required by the Engineer-in-charge to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the Materials or Plant, on test shows the Materials, Plant or work or workmanship not to be in accordance with the provisions of the Contract/ specifications to the satisfaction of the Engineer-in-charge, then the Cost of such test shall be borne by the Contractor, but in any other case Department/ Organisation will bear the Cost.</p> |
| Rejection | 7.13 | <p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, works or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer-in-charge may reject the works, Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the reconstructed/ reproduced/ replaced item complies with the Contract.</p> <p>If the Engineer-in-charge requires this Plant, Materials, works, or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional Costs, the Contractor shall subject to Sub-Clause 2.5</p> |

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| | | [Procuring Entity's Claims] pay these Costs to the Procuring Entity. |
| Remedial Work | 7.14 | <p>Notwithstanding any previous test or certification, the Engineer-in-charge may instruct the Contractor to:</p> <ol style="list-style-type: none"> remove from the Site and replace any works, Plant or Materials which is not in accordance with the Contract, remove and re-execute any other work which is not in accordance with the Contract, and execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph iii.</p> <p>If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all Costs arising from this failure.</p> |
| Ownership of Plant and Materials | 7.15 | <p>Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Contract, become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <ol style="list-style-type: none"> when it is incorporated in the Works; when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.12 [Payment for Plant and Materials in event of Suspension]. |
| Dismantled Material Government Property | 7.16 | <p>The Contractor, in course of the Works, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the Works by dismantling etc. will be considered as the property of the Procuring Entity and will be disposed off to the best advantage of the Procuring Entity, as per directions, of the Engineer-in-charge.</p> |
| Action where no Specifications are provided. | 7.17 | <p>In the case of any class of works for which there are no specifications in Bureau of Indian Standards Specifications, Indian Road Congress for road Works and Indian Building Congress for building Works or any Central Government agency, or Departmental Specifications, such works shall be carried out in accordance with the relevant International Standards under the instructions and requirements of the Engineer-in-Charge.</p> |
| Royalties | 7.18 | <p>The Contractor shall pay all royalties, rents and other payments for:</p> <ol style="list-style-type: none"> natural Materials obtained from outside the Site, and disposal of materials from demolitions and excavations and of other surplus materials (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract. the liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work shall be borne by the Contractor. |
| 8. Commencement, Delays and Suspension | | |
| Fixing centerlines, reference points and bench marks. | 8.1 | <p>The basic centerlines, reference points and benchmarks will be fixed by the Contractor and checked/confirmed by the Engineer-in-Charge. The Contractor shall establish at his own Cost at suitable points, additional reference lines and benchmarks as may be necessary and instructed by the Engineer-in-Charge. The Contractor shall remain responsible for the sufficiency and accuracy of all the benchmarks and reference lines.</p> |
| Setting out of works. | 8.2 | <p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer-in-Charge. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.</p> |

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| | | <p>The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used. If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (a) whether and (if so) to what extent the error could not reasonably have been discovered, and (b) the matters described in sub-paragraphs i and ii above related to this extent.</p> |
| Commencement of Works | 8.3.1 | <p>Except otherwise specified in the Contract Data/ Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer-in-charge's instruction recording the agreement of both Parties on such fulfillment and instructing to commence the Work is received by the Contractor:</p> <ul style="list-style-type: none"> i. signature of the Contract Agreement (after submission of Performance security and Insurance by the Contractor) by both Parties, and if required, approval of the Contract by relevant authorities; ii. delivery to the Contractor of reasonable evidence of the Procuring Entity's financial arrangements/ budget provision; iii. except if otherwise specified in the Contract Data, possession of the Site given to the Contractor together with such permission(s) under (a) of Clause 2.1 [Right of Access to the Site] as required for the commencement of the Works; <p>If the said Engineer-in-charge's instruction is not received by the Contractor within 90 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 17.2 [Termination by Contractor].</p> <p>The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay. The date of commencement and stipulated completion shall be entered in the Contract Agreement.</p> |
| | 8.3.2 | <p>In case, the work cannot be started within one-fourth time of the stipulated period of completion of the Works due to reasons not within the control of the Contractor as decided by the Procuring Entity, either Party may close the Contract. In such eventuality, the Performance Security of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.</p> |
| Time for Completion | 8.4 | <p>The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:</p> <ul style="list-style-type: none"> i. achieving the passing of the Tests on Completion, and ii. Completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Clause 12 [Taking Over of the Works and Sections]. iii. Completion of as built drawings and a manual for maintenance and operations, if required. iv. Completion of each mile stone as per the current (original updated every month) construction programme. |

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| | | <p>v. Rectification and or reconstruction of all deficient items of work or works /items of works for which 'Non Conformance Reports' were issued.</p> <p>vi. Restoration of the approach roads, fencing and appurtenant works damaged during execution of the Contracted project and clearance of Site.</p> |
| <p>Construction Programme</p> <p><i>(Activity Schedule in case of Lump Sum Contract)</i></p> | 8.5 | <p>The Contractor shall submit a detailed execution time programme on MS Project or other similar software to the Engineer-in-charge within 28 Days after receiving the notice under Sub-Clause 8.3 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall be revised every month and shall include:</p> <ol style="list-style-type: none"> the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), drawings, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction of works, erection and testing, each of these stages for work by each Sub-Contractor/ Nominated Sub-Contractor, the sequence and timing of quality and other inspections and tests specified in the Contract, and a supporting report which includes: <ol style="list-style-type: none"> a general description of the time, methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage. <p>Unless the Engineer-in-charge, within 21 Days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.</p> <p>The Contractor shall promptly give notice to the Engineer-in-charge of specific probable future events or circumstances which may adversely affect the Works, increase the Contract Price or delay the execution of the Works. The Engineer-in-charge may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing].</p> <p>If, at any time, the Engineer-in-charge gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer-in-charge in accordance with this Sub-Clause.</p> |
| <p>Extension of Time for Completion</p> | 8.6 | <p>The Contractor shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Clause 12 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <ol style="list-style-type: none"> a Variation (unless an adjustment to the Time for Completion has been agreed under Clause 9 [Deviations, Variations and Adjustments] or other substantial change in the quantity/design of an item of work included in the Contract, a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, exceptionally adverse climatic conditions, excluding the rains, high or low variations in temperatures, Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or Governmental actions, or any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring |

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| | | <p>Entity's other Contractors</p> <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer-in-charge in accordance with Sub-Clause 21.2 [Contractor's Claims]. When determining each extension of time under Sub-Clause 3.5 [Determinations], the Engineer-in-charge shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p> |
| Delays Caused by Authorities | 8.7 | <p>If the following conditions apply, namely:</p> <ul style="list-style-type: none"> i. the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country, ii. these authorities delay or disrupt the Contractor's work, and iii. the delay or disruption was Unforeseeable, <p>Then this delay or disruption will be considered as a cause of delay under Sub-Clause 8.6 [Extension of Time for Completion].</p> |
| Rate of progress of works. | 8.8 | <p>As soon as possible after the Contract is concluded the Contractor shall submit a time and progress chart (preferably on MS Project or other similar software) for each milestone and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various tasks or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work, exceeds one month complete the work as per milestone.</p> <p>If, at any time:</p> <ul style="list-style-type: none"> i. actual progress is too slow to complete within the Time for Completion, and/or progress has fallen (or will fall) behind the current programme under Sub-Clause 8.5 [Construction Programme], other than as a result of a cause listed in Sub-Clause 8.6 [Extension of Time for Completion], then the Engineer-in-charge may instruct the Contractor to submit, under Sub-Clause 8.5 [Construction Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. ii Unless the Engineer-in-Charge notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and Cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional Costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these Costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.9 below. iii. Additional Costs of revised methods including acceleration measures, instructed by the Engineer-in-charge to reduce delays resulting from causes listed under Sub-Clause 8.6 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor <p>If the progress of the work has fallen so much in arrears as to prevent other contractors on the work from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim put in by any of these contractors for the expenses of keeping their labor unemployed to the extent considered reasonable by the Engineer-in-charge.</p> |
| Compensation/ Damages for Delay (Liquidated Damage) | 8.9 | <ul style="list-style-type: none"> a. If the Contractor fails to maintain the required progress in terms of Sub-Clause 8.4 [Extension of Time for Completion] or to complete the Works and clear the Site on or before the original or extended date of completion, he shall, without prejudice to any other right or |

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| <i>(In case of Lump Sum Contract, the liquidated damages shall be linked to Stage wise completion of Works as stated in Activity Schedule and specified in SCC)</i> | | remedy available under the Law to the Government/ procuring Entity on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer-in-charge (whose decision in writing shall be final and binding) may decide on the amount of contracted value of the Works for every time span that the progress remains below that specified in Sub-Clause 8.4 [Extension of Time for Completion] or that the Works remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. | | | | | | | | | | | | | | | | | | | | | | |
| | | b. To ensure good progress during the execution of Works, the Contractor shall be bound, in all cases in which the time allowed for any Works exceeds one month (save for special jobs or where time spans have been fixed in light of the specific construction programme), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the Contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay of execution of Works is attributable to the Contractor, the Contractor shall be liable to pay compensation to the Government/ Procuring Entity at every time span as below:- | | | | | | | | | | | | | | | | | | | | | | |
| | | <table><tr><td>A</td><td>Time Span of full stipulated period</td><td>1/4th (Days)</td><td>1/2th (Days)</td><td>3/4th (Days)</td><td>Full (Days)</td></tr><tr><td>B</td><td>Work to be completed in terms of money</td><td>1/8th (Rs)</td><td>3/8th (Rs)</td><td>3/4th (Rs)</td><td>Full (Rs)</td></tr><tr><td>C</td><td>Compensation payable by the Contractor for delay attributable to Contractor at the stage of</td><td colspan="4">Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted. Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the work remained unexecuted. Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted. Delay exceeding three fourth of the prescribed time span – 10% of the work unexecuted.</td></tr></table> | | | | | A | Time Span of full stipulated period | 1/4 th (Days) | 1/2 th (Days) | 3/4 th (Days) | Full (Days) | B | Work to be completed in terms of money | 1/8 th (Rs) | 3/8 th (Rs) | 3/4 th (Rs) | Full (Rs) | C | Compensation payable by the Contractor for delay attributable to Contractor at the stage of | Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted. Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the work remained unexecuted. Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted. Delay exceeding three fourth of the prescribed time span – 10% of the work unexecuted. | | | |
| | A | Time Span of full stipulated period | 1/4 th (Days) | 1/2 th (Days) | 3/4 th (Days) | Full (Days) | | | | | | | | | | | | | | | | | | |
| B | Work to be completed in terms of money | 1/8 th (Rs) | 3/8 th (Rs) | 3/4 th (Rs) | Full (Rs) | | | | | | | | | | | | | | | | | | | |
| C | Compensation payable by the Contractor for delay attributable to Contractor at the stage of | Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted. Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the work remained unexecuted. Delay exceeding half of the prescribed time span but not exceeding three fourth of the prescribed time span - 7.5% of the work remain unexecuted. Delay exceeding three fourth of the prescribed time span – 10% of the work unexecuted. | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Note-1: In case delayed period over a particular time span is split up and is jointly attributable to the Procuring Entity and the Contractor, the competent authority may reduce the compensation in proportion of delay attributable to the Procuring Entity over entire delayed period over that time span after clubbing up the split delays attributable to the Procuring Entity and this reduced compensation would be applicable over the entire delayed period without paying any escalation.</p> <p>Note-2: The compensation, levied as above, shall be recoverable from the Payment Certificate payable after the concerned time span. The total compensation for delays shall, however, not exceed 10 percent of the total value of the Works.</p> | | | | | | | | | | | | | | | | | | | | | | | |
| | c. The Contractor shall further be bound to carry out the work in | | | | | | | | | | | | | | | | | | | | | | | |

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| | | <p>accordance with the date and quantity entered in the progress statement attached to the Bid.</p> <p>d. However, if a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as submitted or as modified by the Procuring Entity or the Engineer-in-Charge, the Contractor shall complete the Works within the said time schedule. In the event of the Contractor failing to comply with the time schedule, he shall be liable to pay compensation as prescribed in foregoing paragraph of this Sub-Clause. While granting extension in time attributable to the Procuring Entity, reasons shall be recorded for each delay.</p> <p>e. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any Contract with the Procuring Entity. In case, the Contractor does not achieve a particular milestone mentioned in Contract Data or the rescheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.</p> <p>f. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequent also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>g. If the Contract is completed in the original time period as agreed upon in the Contract, then the Liquidated Damages so imposed for delays of intermediate milestones will be adjusted/ paid. Also, price escalation shall not be applicable if Liquidated Damages have been imposed. However, if the Contractor finishes the work as per the original time period, he shall be eligible to receive the price escalation.</p> |
| Suspension of Work | 8.10.1 | The Engineer-in-charge may for recorded reasons , at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The Engineer-in-charge may also notify the cause for the suspension. |
| | 8.10.2 | <p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:</p> <p>i. on account of any default on the part of the Contractor; or</p> <p>ii. for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or</p> <p>iii. for safety of the Works or part thereof.</p> <p>The Contractor shall, carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>If the suspension is ordered for reasons ii and iii above, the Contractor shall be entitled to an extension of time equal to the period of every such suspension for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the</p> |

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| | | suspended work forms a part, |
| Consequences of Suspension | 8.11 | <p>If the Contractor suffers delay and/ or incurs Cost from complying with the Engineer-in-charge's instructions under Sub-Clause 8.10 [Suspension of Work] and/ or from resuming the work, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <p>i. An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and</p> <p>ii. payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in making good the consequences of the Contractor's faulty design, workmanship or Materials, or of the Contractor's failure to protect, store or secure the work in accordance with Sub-Clause 8.10 [Suspension of Work].</p> |
| Payment for Plant and Materials in Event of Suspension | 8.12 | <p>The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if:</p> <p>i. the work on Plant or delivery of Plant and/ or Materials has been suspended for more than 28 Days, and</p> <p>ii. The Contractor has marked the Plant and/ or Materials as the Procuring Entity's property in accordance with the Engineer-in-charge's instructions.</p> |
| Prolonged Suspension | 8.13 | <p>If the suspension under Sub-Clause 8.10 [Suspension Work]. has continued for more than 84 Days, the Contractor may request the Engineer-in-charge's permission to proceed. If the Engineer-in-charge does not give permission within 28 Days after being requested to do so, the Contractor may, by giving notice to the Engineer-in-charge, treat the suspension as an omission under Sub-Clause 9.2 [Deviations/ Variations Extent and Pricing] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 17.2 [Termination by Contractor].</p> |
| Resumption of Work | 8.14 | <p>After the permission or instruction to proceed is given, the Contractor and the Engineer-in-charge shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or Defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer-in-charge an instruction to this effect under Sub-Clause 9.2 [Deviations/ Variations, Extent and Pricing].</p> |
| Work to be executed strictly as per specifications | 8.15 | <p>All Works under or in course of execution or executed in pursuance of the Contract shall at all times be executed strictly as per specifications of the Contract as established by regular testing at the specified frequency and be open and accessible to the quality inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officers of the Quality Control Organization, Third Party Inspection Agency, if engaged by the Procuring Entity, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive written orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. All payments shall be linked to the specified quality of works and works failing on tests or not executed as per design, drawings and specifications shall not be paid unless rectified to the specified quality by the Contractor.</p> |
| Action when Work executed with | 8.16 | <p>If it shall be established through regular testing or post execution quality testing by the third party quality inspection agency to the Engineer-in-Charge</p> |

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| unsound materials, imperfect and unskilled workmanship | | <p>or his higher authority or his authorized subordinates in charge of the Works, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with Materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Engineer-in-Charge specifying the work, Materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the Materials or articles so specified and reconstruct, provide other proper and suitable Materials or articles at his own charge and Cost. In the event of the Contractor failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation for the specified period, at the same rate as under Sub-Clause for non-completion of the work in time for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the Contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.</p> |
| 9. Deviations, variations and adjustments | | |
| Right to Vary <i>(Additions and Alterations in case of Lump Sum Contract)</i> | 9.1 | <p>Variations may be initiated by the Engineer-in-charge at any time during the execution of the Works prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.</p> <p>The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer-in-charge stating (with supporting particulars) that:</p> <ul style="list-style-type: none"> i. the Contractor cannot readily obtain the Goods required for the Variation, or ii. such Variation triggers a substantial change in the sequence or progress of the Works. <p>Upon receiving this notice, the Engineer-in-charge shall cancel, confirm or vary the instruction.</p> <p>Each Variation may include:</p> <ul style="list-style-type: none"> i. changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation), ii. changes to the quality and other characteristics of any item of work, iii. changes to the levels, positions and/ or dimensions of any part of the Works, iv. omission of any work unless it is to be carried out by others, v. any additional work, Plant, Materials or services necessary or incidental to the Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, vi. Changes to the sequence or timing of the execution of the Works. <p>The Contractor shall not make any alteration and/ or modification of the Permanent Works, unless and until the Engineer-in-charge instructs or approves a Variation.</p> |
| Deviations/ Variations Extent and Pricing | 9.2.1 | <p>The Engineer-in-charge shall have power (i) to make alternations in, omissions from, additions to, or substitutions for the original Specifications, quantities, Drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Works, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons and the Contractor shall be bound to carry out the Works in</p> |

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| | | accordance with any instructions given to him in writing signed by the Engineer-in-charge after approval from competent authority and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. |
| <i>(In case of Lump Sum Contract, Rates of measured up additions and alterations shall be as per applicable BSR or rates of Day Work given by the Contractor and forming part of the Contract)</i> | 9.2.2 | <p>The rates for such additional, altered or substituted works shall be determined in accordance with the following provisions:</p> <ul style="list-style-type: none"> i. If the rates for the additional, altered or substituted work are specified in the Contract for the Works, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the Works. ii. If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the Works, such rates will be derived from the rates for a similar class of work as are specified in the Contract for the Works. iii. If the rates for the additional, altered or substituted work cannot be determined in the manner specified in the sub-clauses i and ii above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the district/ area specified above minus/ plus the percentage which the total Bid amount bears to the estimated cost of the entire Works put to bid. Provided always that if the rate for such part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done but the percentage of bid discount/ premium will not be subtracted/ added to such market rates. iv. If the rates for the additional, altered or substituted work item cannot be determined in the manner specified in sub sub-clause I to iii above then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate(s) claimed and the Engineer-in-charge shall determine the rate/ rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable but under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates on items falling under this sub-clause. |
| | 9.2.3 | The quantum of additional work for each item shall not exceed 50% of the original quantity of the item given in the Contract and the total value of additional, altered, and substituted items of work shall not exceed 50% of the Accepted Contract Price. <i>(This para is not applicable in case of Lump Sum Contract)</i> |
| | 9.2.4 | The time for completion of the Works shall in the event of any deviations resulting in additional Cost over the Contract Price being ordered be extended if requested by the Contractor in the proportion which the additional Cost of the altered, additional or substituted work, bears to the original Contract Price. Similarly, the proportionate time period for an item of work deleted shall be reduced from the total time period provided in the Contract. |
| Value Engineering | 9.3 | The Contractor may, at any time, submit to the Engineer-in-charge a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the Cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit |

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| | | <p>to the Procuring Entity</p> <p>The proposal shall be prepared at the Cost of the Contractor and shall include the items listed in Sub-Clause 9.2 [Deviations, Variations and Pricing].</p> <p>If a proposal, which is approved by the Engineer-in-charge, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:</p> <ol style="list-style-type: none"> the Contractor shall design this part, Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and If this change results in a reduction in the Contract value of this part, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. |
| No compensation for alterations in or restriction of works to be carried out | 9.4 | <p>If, at any time after the commencement of the Works, the Procuring Entity shall, for any reason, whatsoever, not require the whole Works, thereof, as specified in the Contract, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the Works, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of Materials actually brought to the Site of the Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion thereof, and taken them back by the Contractor, provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such Materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Procuring Entity's Stores, charges recovered, including storage charges shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of the Engineer-in-charge shall be final.</p> |
| Monthly Return of Extra Claims | 9.5.1 | <p>To facilitate timely resolution of Contractor's claims due against the orders/ instructions of the Engineer-in-Charge, the Contractor shall submit every month along with the Intermediate Payment Claims, a comprehensive statement of claims raised by him for any work claimed as extra, up to the previous month and awaiting resolution by the Engineer-in-Charge and/ or Procuring Entity. Value of claims shall be based upon the rates and prices mentioned in the Contract or in the Schedule of Rates in force in the District/ Division/ Circle for the time being. The Engineer-in-Charge shall duly acknowledge it and proceed to act as per Sub-Clause 3.5 [Determinations]. He will communicate the resolution to the Contractor and also reasons for rejection to the Contractor's claims. The contractor shall be deemed to have waived all claims, not included in such return and will have no right to enforce any such claims not included, whatsoever be the circumstances.</p> <p>However, the Contractor shall continue performance on the Contract despite rejection of his claims by the Engineer-in-Charge. Such rejected claims may then be raised before the Dispute Resolution Board or the Arbitration Tribunal, as appropriate.</p> |
| | 9.5.2 | <p>The Contractor shall send to the Engineer-in-Charge once every three Months an up to date account giving complete details of all claims for additional payments to which the Contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter .</p> |

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| | 9.5.3 | Any operation or procedure incidental to or necessary to the execution of the Works has to be in contemplation of Bidder while submitting his Bid, whether or not, specifically indicated in the description of the item and the relevant Specifications, shall be deemed to be included in the rates quoted by the Bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations/ procedures. |
| Provisional Sums | 9.6 | <p>Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer-in-charge's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer-in-charge shall have instructed. For each Provisional Sum, the Engineer-in-charge may instruct:</p> <ol style="list-style-type: none"> work to be executed (including Plant, Materials, labour or services to be supplied) by the Contractor and valued; and/ or Plant, Materials or services to be procured by the Contractor from a Nominated Sub-Contractor as defined in Sub-Clause 5.2 [Nomination of Sub-Contractor] or otherwise; and for which there shall be included in the Contract Price: <ol style="list-style-type: none"> the actual amounts paid (or due to be paid) by the Contractor, and A sum for overhead charges, calculated at 10% percent of these actual amounts. <p>The amount of overheads (10%) shall be subject to tax liability as per law. The Contractor shall, when required by the Engineer-in-charge, produce invoices, vouchers and accounts or receipts in substantiation.</p> |
| Day Work | 9.7 | <p>For works of a minor or incidental nature, the Engineer-in-charge may instruct that a Variation shall be executed on a Day work basis. The work shall then be valued in accordance with the Day work Schedule included in the Contract, and the following procedure shall apply. If a Day work Schedule is not included in the Contract, this Sub-Clause shall not apply.</p> <p>Before ordering materials for the work, the Contractor shall submit quotations to the Engineer-in-charge. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Materials/ Equipment/ Plant/ Temporary Works.</p> <p>Except for any items for which the Day work Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer-in-charge accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:</p> <ol style="list-style-type: none"> the names, occupations, day wages and required time period of Contractor's Personnel, the identification, type and time of Contractor's Equipment and Temporary Works, and The quantities and types of Plant and Materials used. <p>One copy of each statement will, if correct, or when agreed, be signed by the Engineer-in-charge and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer-in-charge, prior to their inclusion in the next Statement under Sub-Clause 15.5 [Issue of Interim Payment Certificates].</p> |
| 10. Price Variation | | |
| Price Variation due to changes in the prices of labour, materials, bitumen, petroleum, cement and steel | 10.1 | <p>If, during the progress of the contract of value exceeding Rs. 50 lakh (accepted Contract Price minus cost of material supplied by the Procuring Entity), and where stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/ diesel and petrol/ cement/ steel incorporated in the Works (not being materials to be supplied by the Procuring Entity) and/ or wages of labour increases or decreases, as compared to the price and/ or wages prevailing at the date of opening of bids or date of negotiations for the Works, the amounts payable to Contractor for the Works shall be adjusted for increase or decrease in the rates of materials</p> |

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| | | <p>(excepting those materials supplied by the Procuring Entity)/ labour/ bitumen /diesel and petrol/ cement/ steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of bids have been accepted, then prices on the date of opening of bids shall be considered for price adjustment.</p> <p>Increase or decrease in the cost of labour/ material/ diesel and petrol/ cement/ steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-</p> <p>(A) Labour</p> $V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(I_{L1} - I_{L0})}{I_{L0}}$ <p>Where,</p> <p>V_L = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for labour.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>I_{L0} = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which bids were opened/ negotiated (as published in Reserve Bank of India Journal/ Labour Bureau Simla, for the area).</p> <p>I_{L1} = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/ Labour Bureau Simla, for the area).</p> <p>P_L = Percentage of labour components.</p> <p>Note : In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this Sub-Clause.</p> <p>(B) Materials (excluding materials supplied by the Procuring Entity).</p> $V_M = 0.75 \times \frac{P_M}{100} \times R \times \frac{(L_{M1} - L_{M0})}{L_{M0}}$ <p>Where,</p> <p>V_M = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for materials.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>L_{M0} = The average wholesale price index (all commodities) for the quarter in which bids were opened/ negotiated (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).</p> <p>L_{M1} = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).</p> <p>P_M = Percentage of materials components (excluding materials supplied by the Procuring Entity).</p> <p>(C) Bitumen</p> $V_b = 0.85 \times \frac{P_b}{100} \times R \times \frac{(B_i - B_0)}{B_0}$ <p>Where,</p> <p>V_b = Increase or decrease in the cost of Works during the month under consideration due to changes in the rate for bitumen.</p> <p>R = The value of the Works done in rupees during the month under</p> |
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| | | <p>consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>B_0 = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.</p> <p>B_i = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.</p> <p>P_b = Percentage of bitumen components of the Works.]</p> <p>(D) Petroleum</p> $V_f = 0.75 \times \frac{P_f}{100} \times R \times \frac{(F_i - F_0)}{F_0}$ <p>Where,</p> <p>V_f = Increase or decrease in the cost of Works during the quarter under consideration due to change in rates for fuel and lubricants.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of materials supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>F_0 = The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of bids/ negotiations.</p> <p>F_i = The average whole sale price Index of HSD for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.</p> <p>P_f = Percentage of fuel and lubricants components excluding fuel and lubricants supplied by the Procuring Entity (Specified in the sanctioned estimate for the Works).</p> <p>R = Total Works done during the quarter as prescribed under this Sub-Clause.</p> <p>Note: For application of this Sub-Clause price of HSD is chosen to indicate fuel and lubricants components.</p> <p>(E) Cement</p> $V_C = 0.75 \times \frac{P_C}{100} \times R \times \frac{(L_{C1} - L_{C0})}{L_{C0}}$ <p>Where,</p> <p>V_C = Increase or decrease in the cost of Works during the quarter under consideration due to change in the rates of cement.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of cement supplied by the Procuring Entity and excluding other items as mentioned in this Sub-Clause.</p> <p>L_{C0} = The average wholesale price index for the quarter in which bids were opened/ negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).</p> <p>L_{C1} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).</p> <p>P_C = Percentage of cement components (excluding cement supplied by the Procuring Entity).</p> <p>(F) Steel</p> $V_S = 0.75 \times \frac{P_S}{100} \times R \times \frac{(L_{S1} - L_{S0})}{L_{S0}}$ <p>Where,</p> <p>V_S = Increase or decrease in the cost of Works during the quarter under consideration due to change in the rates of steel.</p> <p>R = The value of the Works done in rupees during the quarter under consideration excluding the cost of steel supplied by the Procuring Entity</p> |
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| | | <p>and excluding other items as mentioned in this Sub-Clause.</p> <p>L_{SO} = The average wholesale price index for the quarter in which bids were opened/ negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).</p> <p>L_{SI} = The average wholesale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).</p> <p>P_s = Percentage of steel components (excluding steel supplied by the Procuring Entity).</p> |
| Price Variation in installation of elevators, supply/installation of Centrally Air Conditioning and Central Evaporating Cooling Works. | 10.2 | <p>In all cases of contracts for installation of elevators, supply/ installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation Sub-Clause based on the cost of raw materials/ components and labour cost as on the date of quotation/ bid, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula:</p> $P = \frac{P_0}{MP_0} \left[15 + 55 \frac{MP}{W_0} + 15 \frac{W_0(D)}{W_0} + 15 \frac{W_0(1)}{W_0} \right] \quad 100$ <p>Where,</p> <p>P = Price payable as adjusted in accordance with the above price variation formula.</p> <p>P_0 = Price quoted/ confirmed.</p> <p>MP_0 = Wholesale Price Index Number for Metal Products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin, Revised Index Number of Wholesale Prices (Base: 1981- 82 = 100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.</p> <p>W_0 = All India Average Consumer Price Index Number for Industrial workers (Base : 1982 = 100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.</p> <p>The above index number MP_0 & W_0 are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of bidding.</p> <p>MP = Wholesale Price Index Number for Metal Products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised Index Number of Wholesale Prices (Base: 1981-82 = 100). The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to .the date of delivery and would be as published by IEEMA.</p> <p>$W_0(D)$ = AII India Average Consumer Price Index Number for Industrial Workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.</p> <p>$W_0(1)$ = All India Average Consumer Price Index Number for Industrial Workers (Base : 1982 = 100) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial Workers prevailing for the FOUR</p> |

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| | | <p>months prior to the date of completion of installation/ progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at Site. The date of completion of installation (or progress part of installation) shall be the date on which the Works is notified as being completed and is available for inspection/ duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer Incharge which shall be final.</p> <p>Note-1 The Wholesale Price Index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Sub-Clause, the final index figures shall apply.</p> <p>Note-2 The sole purpose of the above stipulation is to arrive at the entire Contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this Contract as movables.</p> <p>Note-3 The indices MP & Wo are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.</p> |
| General Conditions for admissibility of Price Variation | 10.3 | The General Conditions for admissibility of Price Variation are given in Appendix A to these General Conditions. |
| 11. Tests on completion | | |
| Contractor's obligations | 11.1 | <p>The Contractor shall carry out the Tests on Completion in accordance with the BIS/ IRC and other standard codes and Sub-Clause 7.9 [Testing], after providing the documents in accordance with the requirements for tests on completion.</p> <p>The Contractor shall give to the Engineer-in-charge not less than 15 Days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 7 Days after this date, on such day or Days as the Engineer-in- charge shall instruct.</p> <p>In considering the results of the Tests on Completion, the Engineer-in-charge shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certificate of the results of these Tests to the Engineer-in-charge.</p> |
| Delayed Tests | 11.2 | <p>If the Tests on Completion are being unduly delayed by the Engineer-in-charge, Sub-Clause 7.9.2 of 7.9 [Testing] shall be applicable.</p> <p>If the Tests on Completion are being unduly delayed by the Contractor, the Engineer-in-charge may by notice require the Contractor to carry out the Tests within 21 Days after receiving the notice. The Contractor shall carry out the Tests on such day or Days within that period as the Contractor may fix and of which he shall give notice to the Engineer-in-charge.</p> <p>If the Contractor fails to carry out the Tests on Completion within the period of 21 Days, the Procuring Entity's/ Engineer-in-Charge's Personnel may proceed with the Tests at the field laboratory or at an outsourced laboratory at</p> |

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| | | the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate and binding on the Contractor. |
| Retesting | 11.3 | If the Works, or a Section, fails to pass the Tests on Completion, Sub-Clauses 7.13 [Rejection] and 11.4 [Failure to Pass Tests on Completion] shall apply, and the Engineer-In-Charge or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions. |
| Failure to Pass Tests on Completion | 11.4 | <p>If the Works, or a Section, fails to pass the Tests on Completion repeated under Sub-Clause 11.3 [Retesting], the Engineer-in-Charge shall be entitled to:</p> <ul style="list-style-type: none"> i. Order further repetition of Tests on Completion; ii. If failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as provided in Sub-paragraph (c) of Sub-Clause 13.6 [Failure to Remedy Defect]; or iii. Issue a Taking-Over Certificate, if the Procuring Entity so requires. <p>In the event of Sub-para iii, the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Procuring Entity as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Procuring Entity may require the reduction to be (i) agreed by the Contractor (in full satisfaction of this failure only) and paid before this Taking-Over certificate is issued, or (ii) determined and paid under Sub-Clause 3.5 [Determinations].</p> |
| 12. Taking over of the Works and Sections by Procuring Entity | | |
| Taking over of works. | 12.1 | <p>Except as stated in Sub-Clause 11.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (a) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.4 [Time for Completion] and except as allowed in sub-paragraph i. below, and (b) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p> <p>The Contractor may apply by notice to the Engineer-in-charge for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.</p> <p>The Engineer-in-charge shall, within 28 Days after receiving the Contractor's application:</p> <ul style="list-style-type: none"> i. issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section was completed in accordance with the Contract, except for any minor outstanding work and Defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these Defects are remedied); or ii. reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over |

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| | | <p>Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.</p> <p>If the Engineer-in-charge fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 Days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.</p> |
| Taking over of Parts of the Works | 12.2 | <p>The Engineer-in-charge may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works. The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer-in-charge has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:</p> <ol style="list-style-type: none"> the part which is used shall be deemed to have been taken over as from the date on which it is used, the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and if requested by the Contractor, the Engineer-in-charge shall issue a Taking-Over Certificate for this part. <p>After the Engineer-in-charge has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period. If the Contractor incurs Cost as a result of the Procuring Entity taking over and/ or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall:</p> <ol style="list-style-type: none"> give notice to the Engineer-in-charge, and be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost. <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the rate of delay damages under Sub-Clause 8.9 [Compensation/ Damages for Delay], and shall not affect the maximum amount of these damages.</p> |
| Taking over if Tests on Completion suffer Interference | 12.3 | <p>If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.</p> <p>The Engineer-in-charge shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer-in-charge shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions</p> |

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| | | <p>of the Contract.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer-in-Charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ol style="list-style-type: none"> an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of time for Completion], and payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> |
| Surfaces Requiring Reinstatement | 12.4 | <p>Except as otherwise states in a Taking Over Certificate, a Certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.</p> |
| 13. Defect Liability | | |
| Defect Liability Period | 13.1 | <p>It is the period, as specified in the Contract data, after certified total completion or after a suspension (short or prolonged) or termination of the Works by the Engineer-in-Charge or the Contractor and handing over of the Works (including Sections or parts handed over earlier) to the Engineer-in-Charge, during which the Contractor is responsible for remedying/ repairing, restoring to the original condition any apparent, virtual or observed defects, deficiencies in the Works, or its performance. The Contractor shall have to repair & restore the defect/ deficiency after a notice issued by the Engineer-in-Charge, who will be free to get it remedied at the risk and cost of the Contractor besides other action being taken as per the Contract, if the Contractor does not get it remedied within the period specified in such notice. The attendances to normal wear and tear due to use by the Procuring Entity/ occupier, in respect of sections or parts taken over for the convenience of the Procuring Entity, shall not be treated as defect.</p> |
| Completion of Outstanding Work and Remedying Defects. | 13.2 | <p>In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:</p> <ol style="list-style-type: none"> complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer-in-charge, and Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works. <p>If a Defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity. The Contractor is required to repair, rectify, the defects, restore the damages at his own cost with in the period indicated in the notice by the Procuring Entity. If the Contractors fails to do so, action as per Sub-Clause 13.3 shall be taken.</p> |
| Cost of Remedying Defects | 13.3 | <p>All work referred to in Sub-Clause 13.2 above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <ol style="list-style-type: none"> any design for which the Contractor is responsible, Plant, Materials or workmanship not being in accordance with the Contract, or Failure by the Contractor to comply with any other obligation. <p>The cost to be debited shall be arrived at as under:</p> <ol style="list-style-type: none"> Cost of remedial work (including taxes) as paid to other agency or debited to the contractor if the remedial action is taken up by the department/ organisation, plus A compensation of 15% , less Credit the cost of materials, hire charges of Contractor's plant and machinery |

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| | | <p>if used in the remedial work.</p> <p>If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity and Sub-Clause 9 [Deviations, Variations and Adjustments] shall apply.</p> |
| Extension of Defects Notification Period | 13.4 | <p>The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of work (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect, deficiency or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.</p> <p>If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.10 [Suspension of Work] or Sub-Clause 17.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Sub-Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.</p> |
| Contractor liable for Damages done and for Imperfections | 13.5 | <p>If the Contractor or his personnel shall break, deface, injure or destroy any part of a building or any structure in which they may be working, or any building, road, fence, enclosure, water pipe, power/ telecom cables, drains, electric or telephone post or wires, trees, etc. or cultivated ground contiguous to the Site where the Works or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults or imperfection appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of Defect or improper Materials, procedures or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by employing other workman/ agency and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Performance Security or the proceeds of sale thereof or a sufficient portion thereof.</p> |
| Failure to remedy the defect | 13.6 | <p>If the Contractor fails to remedy any Defect, deficiency or damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the Defect, deficiency or damage is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>If the Contractor fails to remedy the Defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 13.3 [Cost of Remedying Defects], the Procuring Entity may (at his option):</p> <ol style="list-style-type: none"> carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or damage; require the Engineer-in-charge to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or If the Defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor. |

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| Removal of Defective Work | 13.7 | If the Defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are Defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement Cost of these items, or to provide other appropriate security. |
| Further Tests | 13.8 | If the work of remedying of any Defect or damage may affect the performance of the Works, the Engineer-in-charge may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 Days after the Defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 13.3 [Cost of Remedying Defects], for the cost of the remedial work. |
| Contractor / Third Party Quality Inspection Agency to Search for the Cause of the Defect. | 13.9 | The Contractor or third party quality inspection agency shall, if required by the Engineer-in-charge, search for the cause of any Defect, under the direction of the Engineer-in-charge. Unless the Defect is to be remedied at the cost of the Contractor under Sub-Clause 13.3 [Cost of Remedying Defects], the cost of the search shall be agreed or determined by the Engineer-in-charge in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price or of the third party quality inspection agency. |
| Performance Certificate | 13.10 | Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer-in-charge has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Engineer-in-charge shall issue the Performance Certificate within 28 Days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any Defects. A copy of the Performance Certificate shall be issued to the Procuring Entity. Only the Performance Certificate shall be deemed to constitute acceptance of the Works. |
| Substantial Completion of Parts | 13.11 | If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer-in-charge may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of Works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during Defect Liability Period. |
| Unfulfilled Obligations | 13.12 | After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force. |
| Right to Access | 13.13 | Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Sub-Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions. |
| Clearance of Site | 13.14 | Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site. If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site. |

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| | | Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity. |
| 14. Measurement and Evaluation (In case of Lump Sum Contract measurement of only additions and alterations shall be taken) | | |
| Measurement of Work Done | 14.1 | <p>Whenever the Engineer-in-charge requires any part of the Works to be measured/ re-measured, reasonable notice shall be given to the Contractor's Representative, who shall:</p> <ol style="list-style-type: none"> promptly either attend or send another qualified representative to assist the Engineer-in-charge in taking/ verifying the measurement, and Supply any particulars requested by the Engineer-in-charge for his satisfaction of the measurements. <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf) of the Engineer-in-charge shall be accepted as accurate.</p> |
| Method of measurement. | 14.2.1 | <p>The measurements (as per IS 1200) of the executed and acceptable work shall be recorded once in a month by the representative of the Engineer-in-Charge and the Contractor or his representative jointly and shall be signed by the Contractor in acceptance. The Engineer-in-Charge shall, except as otherwise provided, shall check, ascertain and determine measurement and the value of the work done in accordance with the Contract. The Procuring Entity reserves to itself the right to prescribe a scale of check measurements of work, in general, or a specific scale for specific works or by other special orders (about which the decision of the Procuring Entity shall be final). Checking of measurement by a superior officer shall supersede the measurements taken by the subordinate officers and the former will become the basis of the payment. Any excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion and the Defect Liability Period specified elsewhere in this Contract, shall be recoverable from the Contractor as any other dues payable to the Procuring Entity.</p> <p>The Contractor shall, without extra charge, provided all necessary assistance with labour and equipment necessary for measurements and recording levels. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p> |
| | 14.2.2 | <p>All measurement of all items having financial value shall be recorded in Measurement Book or MS Excel file and printed out in two copies. The original shall be treated as the Measurement book. Such files in original shall be mailed to the Engineer-in-Charge and shall be saved with a dedicated password. Other data like initial field levels or survey field books or findings of the geotech investigations shall be similarly recorded and protected so that a complete record is obtained of all works performed under the Contract.</p> |
| | 14.2.3 | <p>If for any reason the Contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-charge or his representative, the Engineer-in-Charge and the Department/ Organisation shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) Days in advance or fails to countersign or to record objection within seven days from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to have been accepted by the Contractor.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken of the net actual quantities in accordance with the procedure set forth in the Bill of Quantities and IS 1200 notwithstanding any general or local practice.</p> <p>The Contractor shall give not less than seven Day's notice to the Engineer-in-</p> |

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| | | <p>Charge or his authorized representative in charge of the Works before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the Works who shall within the aforesaid period of seven Days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, for the due measurement or in default thereof no payment or allowance shall be made for such works or the materials with which the same was executed. The covering shall then be restored by the Contractor at his cost.</p> <p>Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Department/ Organisation to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this Contract that recording of measurements of any item of work in the measurement sheets/ Measurement book and/ or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the Contractor from liabilities from any other measurement, Defects noticed till completion of the Defects liability period.</p> |
| Omissions | 14.3 | <p>Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:</p> <ol style="list-style-type: none"> the Contractor will incur (or has incurred) Cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount; the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and this Cost is not deemed to be included in the evaluation of any substituted work; <p>then the Contractor shall give notice to the Engineer-in-charge accordingly, with supporting particulars. Upon receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost, which shall be included in the Contract Price.</p> |
| 15. Contract Price, Payment and Lien | | |
| Contract price | 15.1 | <p>Unless otherwise stated in the Particular Conditions:</p> <ol style="list-style-type: none"> the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract; the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs except as stated in Sub-Clause 15.21 [Adjustments for Changes in Legislation] or Price adjustment; any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities: <ol style="list-style-type: none"> of the Works which the Contractor is required to execute, or for the purposes of Sub-Clause 11 [Measurement and Evaluation]; and the Contractor shall submit to the Engineer-in-charge, within 28 Days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer-in-charge may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it. |

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| Lump sum provisions in Estimate/ Contract | 15.2 | <p>When the estimate includes lump sum provisions primarily in respect of parts of work/ items whose specifications and costs are not known at the time of framing the Estimate, and if a bid is to be invited on such an estimate, such lump sum shall be excluded from the bid.</p> <p>Subsequently, when the specifications and costs of such items are known, their execution, if to be completed concurrently with the Contract, shall either be done as a variation item or on market rates (without bid premium) of the Contract. Such variation should be approved by the competent authority and then the Contractor shall be entitled to payment in respect of such items of work, or separate bids shall be invited for the work to be executed concurrently with the present Contract.</p> |
| Schedule of Payments <i>(in case of Lump Sum Contract payments shall be linked to various stages of completion of Works given in the Activity Schedule)</i> | 15.3 | <p>The schedule of payments shall be as included in the Contract. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 28 Days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works. The percentage quoted in the Bid and accepted in the Contract will be deducted/added from/to the gross amount of the bill.</p> |
| Application for Interim Payment Certificates (Running Account Bills) | 15.4 | <p>The Contractor shall submit a Statement in required number of copies to the Engineer-in-Charge after the end of each month, in a form approved by the Engineer-in-Charge, showing in detail the amounts to which the Contractor considers himself to be entitled on the basis of measurement (or Activity Schedule in case of Lump sum Contract) and advance payment, secured advance, deductions, etc. as applicable, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.20 [Progress Reports].</p> |
| Issue of Interim Payment Certificates | 15.5 | <p>No amount will be certified or paid until the Procuring Entity has received and accepted the Performance Security. Thereafter, the Engineer-in-charge shall, within 28 Days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer-in-charge fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer-in-charge on the Statement, if any.</p> <p>However, prior to issuing the Taking Over Certificate for the Works, the Engineer-in-charge shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificate (if any) stated in the Contract Data. In this event, the Engineer-in-charge shall give notice to the Contractor accordingly.</p> <p>An Interim Payment Certificate shall not be withheld for any other reason, although:</p> <ol style="list-style-type: none"> if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer-in-charge, the value of this work or obligation may be withheld until the work or obligation has been performed. <p>The Engineer-in-charge may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment</p> |

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| | | Certificate. A Payment Certificate shall not be deemed to indicate the Engineer-in-charge's acceptance, approval, consent or satisfaction. |
| Payment of an Interim Payment Certificate | 15.6.1 | A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken or check the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of thirty days from the presentation for the bill. If the contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book or sheet will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the Contractor in all respects. |
| Payment at Part Rates | 15.6.2 | The rates for several items of works may be paid in part rates provisionally in running bills in proportion to the quantum of items executed as per specifications at the discretion of the Engineer-in-charge. The deferred payment, will however, be released after the successful completion of the item of work. In case of item rates, if the rate quoted for certain items is very high in comparison to the average/overall bid value over the estimated cost of the work, the payment at running stages shall not be made until an appropriate additional performance security for items for which rates have been quoted high, has been submitted by the Contractor. This security shall be refunded at the final stage of completion. |
| Payment at Reduced Rates | 15.6.3 | In case certain item of the Works has not been executed as per specifications, design, drawings and the specified durability and the Engineer-in-Charge is not convinced to accept the item of Works at the full rate applicable under the Contract, may accept such item at a reduced rate (in proportion to the designed and executed capability and or the designed and assessed service life of the structure and its components) with a minimum reduction of 25% of the full rate during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the whole Works. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor. |
| Recovery of Cost of Water and Electricity consumed by the Contractor | 15.6.3 | The cost of all water connections necessary for the execution of Works, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of the Works shall be paid by the Contractor except where otherwise specifically provided in the Contract Data. |
| Recovery of materials issued and hire charges of Machinery and Equipment, etc. | 15.6.4 | Recoveries on account of materials issued to the Contractor by the Procuring Entity, Machinery and Equipment lent on hire, advance payment, secured advance, etc. or on any other account, and dues shall be made from each payment certificate from the Contractor as per conditions of this Contract. |
| Payment on Intermediate Certificate to be regarded as Advances | 15.7 | All interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or Materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or Materials to which it relates is/are in accordance with the Contract and Specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract. |

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| Application for issue of final completion certificate | 15.8 | The Contractor shall apply to the Engineer-in-Charge for issue of the Final Completion Certificate at least 45 days in advance of the likely date of full/satisfactory completion. The Engineer-in-Charge during this period shall review and finalise the requirements of work to qualify as final completion with respect to the third party quality inspection agency reports, if any. The Final completion certificate shall be issued within 30 days of its becoming due as per notice. |
| issue of final completion certificate | 15.9 | After the Contractor has rectified all deficiencies pointed out by the Engineer-in-Charge in the final payment documents, and complied to all observations of the Third Party Quality Inspection Agency and the Independent Engineer to the entire satisfaction of the Engineer-in-Charge, the Contractor shall apply to the Engineer-in-Charge releasing the final payment as per final statement and also issue a final payment certificate. The Engineer-in-Charge shall proceed to issue the final payment certificate after reviewing all tests on completion, determinations, as built design and drawings, and other compliances required under the Contract. |
| Final Statement of payments | 15.10 | <p>Within 28 Days after receiving the Taking Over Certificate for the Works, the Contractor shall submit to the Engineer-in-charge, six copies of a draft final statement with as built drawings (with two soft copies also) and all other supporting documents showing in detail in a form approved by the Engineer-in-charge the value of all work done in accordance with the Contract, and any further sums which the Contractor considers to be due to him under the Contract or otherwise.</p> <p>If the Engineer-in-charge disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer-in-charge may reasonably require within 28 Days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer-in- charge the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".</p> <p>However if, following discussions between the Engineer-in- charge and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer-in-charge shall deliver to the Procuring Entity's competent authority (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement.</p> |
| Discharge | 15.11 | When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date. |
| Payment of Final Bill | 15.12 | <p>The final value of the acceptable works done, less payments already received, value of claims raised and paid, value of claims not paid alongwith Interim Payment Certificates, final statement of price escalation due and paid, etc. shall be submitted by the Contractor along with the Final Bill. The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three Months of physical completion of the work or within one month of the date of the final certificate of completion issued by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.</p> <p>Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within a period of 90 days, the</p> |

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| | | period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with accounts of advances, Materials issued, Machinery & Equipment lent on hire by the Procuring Entity, dismantled Materials, etc. |
| Recovery of cost of preparation of the bill | 15.13 | In case the Contractor does not submit the bill within the time fixed, the Engineer-in-charge may prepare the bill as per provision of Sub-Clause 15.6.1 [Payment of an Interim Payment Certificate] but a deduction @ 0.5 % of the amount of such a bill shall be made and credited to the general revenue account of the Department/ Organisation on account of preparation of the bill. The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer- in- charge and the charges in the bills shall always be entered at the rates specified in the Contract or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the Contract, at the rates approved for such work. |
| Payment of Contractor's Bills to Banks | 15.14 | <p>Payments due to the Contractor may, if so desired by him, be made to his Bank instead of direct to him provided that the Contractor furnishes to the Engineer-in-Charge (i) the account number with name and address of branch of the Bank, (ii) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the Bank to receive payments, and (iii) his own acceptance of the correctness of the amount made out as being due to him by Procuring Entity or his signature on the bill or other claim preferred against Procuring Entity before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such copy of Banks statement shall constitute a full and sufficient discharge for the payment, the Contractor shall also acknowledge with a receipt. Wherever possible the Contractor shall present his bills duly receipted and discharges through his Bankers.</p> <p>Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis.-a-vis. the Procuring Entity/ Governor of Rajasthan.</p> |
| Advance Payments | 15.15 | <p>If provided in the SCC/ Contract Data, the Procuring Entity shall make an advance payment, generally on simple interest (rate as specified in SCC), as an mobilization for the Works, when the Contractor submits a Bank Guarantee of an equal amount from a Scheduled Bank in India. The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.</p> <p>Unless and until the Procuring Entity receives this Bank Guarantee and got confirmed from the issuing Bank, or if the provision of advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.</p> <p>Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer-in-charge in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates], as follows</p> <ol style="list-style-type: none"> deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent of the Accepted Contract Amount less Provisional Sums; and deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent of the Accepted Contract Amount less Provisional Sums has been certified for payment. |

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| | | If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Sub-Clause 16.1 [Termination by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due to the Procuring Entity. |
| Secured Advance on Non-Perishable Materials <i>(Not applicable in case of Lump Sum Contract)</i> | 15.16 | The Contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, may be paid during the progress of the execution of the work, up to 75% of the assessed value of any Materials which have been actually brought at the Site and which, in the opinion of the Engineer-in-charge, are nonperishable, nonfragile and noncombustible and will be consumed in the Works within next three months in accordance with the construction programme and the Contract provided that they are adequately stored and/ or protected against damage by weather or other causes but which have not, at the time of granting advance, been incorporated in the Works. When Materials on account of which advance has been made under this Sub-Clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the Sub-Clauses of this Contract. |
| Ensuring Payment and Amenities to Workers if Contractor fails to pay | 15.17 | In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, any applicable Labour Laws, the Procuring Entity is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the Works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Laws or under the P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, the Procuring Entity shall recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Procuring Entity under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the Performance Security or from any sum due by the Procuring Entity to the Contractor whether under this Contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Procuring Entity full security for all costs for which the Procuring Entity might become liable in contesting such claim. |
| Withholding and lien in respect of sums due from Contractor | 15.18 | i. Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Performance Security, if any, deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the Performance Security furnished, if any and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge or the Government or any Contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or |

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| | | <p>moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration Sub-Clause) or by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this Sub-Clause, where the Contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>ii. The Procuring Entity shall have the right to cause an audit and technical examination of the Works and the final bills of the Contractor including all supporting vouchers, abstract etc., to be made within two years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Procuring Entity to recover the same from him in the manner prescribed or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Procuring Entity to the Contractor, without any interest thereon whatsoever.</p> |
| Lien in respect of claims in other Contracts | 15.19 | <p>Any sum of money due and payable to the Contractor (including the Performance Security returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other Contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-Charge or the Government or such person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Engineer-in-Charge or the Government or with such person or persons.</p> <p>It is an agreed term of the Contract that the sum of money so withheld or retained under this Sub-Clause by the Engineer-in- Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration Sub-Clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Sub-Clause and duly notified as such to the Contractor.</p> |
| Levy or Taxes payable by Contractor | 15.20 | <p>i. VAT/ Sales Tax , service tax or any other taxes and duties on Materials, works or services in respect of this Contract shall be payable by the Contractor according to Law in effect.</p> <p>ii. The Contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand, chips, bajri, stone, kankar, etc. from local authorities. The liability, if any, on account of quarry fees, royalties, octroi and other taxes and duties in respect of materials actually consumed on the Works, shall be borne by the Contractor.</p> <p>iii. If pursuant to or under any Law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any</p> |

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| | | <p>time become payable by the Contractor to the State Government/ Local authorities in respect of any Material used by the Contractor in the Works then in such a case, it shall be Lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Contractor.</p> <p>iv. In respect of goods and Materials procured by the Contractor, for use in Works under the Contract, VAT will be paid by the Contractor himself but in respect of such goods manufactured and supplied by the Contractor and Works executed under the contract, the responsibility of payment of VAT shall be that of the Procuring Entity.</p> |
| Adjustments for changes in Legislation | 15.21 | <p>i. All the bid rates shall be inclusive of all taxes and levies payable under respective statutes, However if any further tax or levy is imposed by Statute, after the Base Date and the Contractor thereupon necessarily and properly pays such taxes/ levies the Contractor shall be reimbursed the amount so paid, provided such payments, if it any, is not, in the opinion of the Procuring Entity (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.</p> <p>ii. The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Procuring Entity and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.</p> <p>iii. The Contractor shall, within a period of 30 Days of the imposition of any such further tax or levy, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p> <p>This Sub-Clause shall not be applicable if the effect of changes in legislation has been included in price variation formulae in Clause 10 [Price Variation].</p> |
| Pre Check and Post Check of Bills | 15.22 | <p>The Government/ Procuring Entity shall have a right to provide a system of pre check of Contractor's bills by a specified organization and payment by an Accounts Organisation as the Government/ Procuring Entity may in its absolute discretion decide. Any overpayments detected as a result of such pre check or post check of Contractor's bills can be recovered from the Contractor's bills and the Contractor will refund such excess payments.</p> |
| 16. Termination of Contract by Procuring Entity | | |
| Termination by Procuring Entity | 16.1 | <p>Subject to the other provisions contained in this Sub-Clause the Engineer-in-charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise and whether the date of completion has or has not elapsed by a notice of reasonable period in writing absolutely determine the Contract in any of the following cases:</p> <p>i. If the Contractor, having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner, or by workers who do not understand the instructions of the Engineer-in-Charge, or do not execute the work as per specifications or in contravention of the advice of the third party quality inspections agency about the quality of works, if any, shall omit to comply with the requirement of such notice for a period of fifteen Days thereof.</p> <p>ii. If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a</p> |

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| | | <p>manager or which entitle the Court to make a winding up order.</p> <p>iii. If the Contractor has, without reasonable cause, suspended the progress of the Works for a continuous period of 30 days, or has failed to proceed with the Works with due diligence so that, in the reasoned opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the Works by the stipulated date of completion and continues to do so after a notice in writing of fifteen Days from the Engineer-in-Charge.</p> <p>iv. If the Contractor fails to complete the Works within the stipulated time or spans of the Works with individual date of completion, if any stipulated, on or before such date(s) of completion and or fails to achieve two continuous mile stones, does not complete them within the period specified in a notice given in writing on that behalf by the Engineer-in-Charge.</p> <p>v. If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within fifteen Days after a notice in writing is given to him on that behalf by the Engineer-in-charge.</p> <p>vi. If the Contractor sublets the Works or a part of Works without specific permission of the Procuring Entity/ Engineer-in-charge.</p> <p>vii. If the Contractor has not been commenced the Works by the Commencement Date or within 1/8th of the stipulated time for completion subject to a maximum of 45 Days, whichever is earlier.</p> <p>When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Procuring Entity shall have the powers:</p> <p>(a) To determine or rescind the Contract as aforesaid (of which a 28 days termination or rescission notice in writing to the Contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Bid Security and Performance Security under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Procuring Entity.</p> <p>(b) To employ labour paid by the Procuring Entity and to supply materials to carry out the Works or any part of the Works, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it has been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-Charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub Sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Procuring Entity are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.</p> <p>(c) After giving notice specifying the date and time to the Contractor to measure up the acceptable (executed as per design, drawings and specifications) work of the Contractor at Site and to take such part thereof, as shall be unacceptable out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the</p> |
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| | | <p>Procuring Entity under this Contract or any other account, whatsoever, or from his Bid Security, Performance Security or the Enlistment Security or the proceeds of sale thereof, or a sufficient part thereof as the case may be.</p> <p>In the event of any one or more of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the Works or the performance of the Contract.</p> <p>In case action is taken under any of the aforesaid provisions, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p> |
| Contractor liable to pay compensation even if action not taken under Sub-Clause 16.1 above | 16.2 | <p>(i) In any case in which the powers conferred upon the Engineer-in-Charge by Sub-Clause 16.1 [Termination by Procuring Entity] shall have become exercisable and the same are not exercised, the non-exercise of such powers shall not constitute a waiver of any of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.</p> <p>(ii) In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding Sub-Clause 16.1, he may, if he so desires, after giving a notice in writing to the Contractor, take possession of all or any tools, plants, materials and stores, in or upon the Works or the Site, thereof or belonging to the Contractor or procured by him and intended to be used for execution of the Works or any part thereof, paying or allowing for the same in account, at the Contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-Charge may, by notice in writing to the Contractor or his authorized agent, require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects, and the certificate of the Engineer-in-Charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.</p> |
| Valuation at the date of termination: | 16.3 | As soon as practicable after a notice of termination under Sub-Clause 16.1 has taken effect, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract. |
| Payment after Termination | 16.4 | <p>After a notice of termination under Sub-Clause 16.1 has taken effect, the Procuring Entity may:</p> <ol style="list-style-type: none"> proceed in accordance with Sub-Clause 3.5 [Procuring Entity's Claims], withhold further payments to the Contractor until the Costs of execution, completion and remedying of any Defects, damages for delay in completion (if any), and all other Costs incurred by the Procuring Entity, have been established, and recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra Costs of completing the Works, after |

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| | | allowing for any sum due to the Contractor under Sub-Clause 16.3. After recovering any such losses, damages and extra Costs, the Procuring Entity shall pay balance to the Contractor, if any. |
| Procuring Entity's Entitlement to Termination for Convenience | 16.5 | If, at any time after the commencement of the Works, the Government/ Procuring Entity shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the Contract, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the full amount of the Works not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the Works, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of materials actually brought to the Site of the Works by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the Works or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. |
| Corrupt, Fraudulent, Collusive or Coercive Practices | 16.6 | <p>If the Procuring Entity determines that the Contractor, his Sub-Contractors or any of their personnel has breached the Code of Integrity prescribed in the Act, the Rules, or the Instructions to Bidders [Section I of the Bidding Document] or has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 Days notice to the Contractor:</p> <ul style="list-style-type: none"> i. terminate the Contract and expel him from the Site, ii. forfeit or encash performance security and any other security or bond relating to this Contract, iii. recover the payments made under the Contract alongwith interest thereon at bank rate, iv. recover compensation for loss incurred due to termination of the Contract including excess expenditure, if any incurred in getting the remaining work executed from other agency under Sub-Clause 16.1. <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract; iii. "collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract. <p>Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the Works then that employee shall be removed in accordance with Sub-Clause 6.11 [Contractor's Personnel].</p> |
| Termination of Contract on death of Contractor | 16.7 | Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Procuring Entity shall have the option of terminating the Contract without compensation to the Contractor after the affidavit of his/ their legal heir/heirs that they are not in a position to complete the work as Contracted or are not going to be in this profession in future. |

| 17. Suspension of Works and Termination by the Contractor | | |
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| Contractor's Entitlement to Suspend Work | 17.1 | <p>If the Engineer-in-charge fails to certify an Interim Payment Certificate in accordance with Sub-Clause 15.5 [Issue of Interim Payment Certificates] or fails to make a payment of an Interim Payment Certificate within time period specified in accordance with Sub-Clause 15.6 [Payment of an Interim Payment Certificate], the Contractor may, after giving not less than 30 Days' notice to the Procuring Entity, suspend work (or reduce the rate of progress of work) unless and until the Contractor has received the Payment Certificate or payment, as the case may be as described in the notice.</p> <p>If the Contractor subsequently receives such Payment Certificate or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/ or incurs Cost as a result of suspending the Works (or reducing the rate of progress of the Works) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer-in-charge and shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and ii. payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> |
| Termination by Contractor | 17.2 | <p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> i. the Contractor does not receive the amount due under an Interim Payment Certificate within 28 Days after the expiry of the time stated in Sub-Clause 15.6 [Payment of an Interim Payment Certificate] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims], or ii. the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/ or the ability of the Contractor to perform the Contract, or iii. a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.13 [Prolonged Suspension], or iv. the Contractor does not receive the Engineer-in-charge's instruction recording the agreement of both Parties on the fulfillment of the conditions for the Commencement of Works under Sub-Clause 8.3 [Commencement of Works]. <p>In any of these events or circumstances, the Contractor may, upon giving 28 Days' reasoned notice to the Procuring Entity, terminate the Contract.</p> |
| Cessation of Work and Removal of Contractor's Equipment | 17.3 | <p>After a notice of termination under Sub-Clause 16 [Termination of Contract by Procuring Entity], Sub-Clause 17.2 [Termination by Contractor] or Sub-Clause 19.6. [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <ul style="list-style-type: none"> i. cease all further work, except for such work as may have been instructed by the Engineer-in-charge for the protection of life or property or for the safety of the Works, ii. hand over Contractor's Documents, as built drawings, Plant, Materials and other work, for which the Contractor has received payment, and iii. remove all other Goods from the Site, except as necessary for safety, and leave the Site. |

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| Payment on Termination | 17.4 | After a notice of termination under Sub-Clause 17.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly pay the Contractor in accordance with Sub-Clause 19.6. [Optional Termination, Payment and Release]. |
| 18. Risk and responsibilities | | |
| Indemnities | 18.1 | <p>The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <ul style="list-style-type: none"> i. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any Defects, unless attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and ii. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any Defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them. |
| Contractor's Care of the Works | 18.2.1 | <p>The Contractor shall take full responsibility for the care of the Works and materials and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Clause 12 [Taking Over of the Works and Sections by Procuring Entity] for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.</p> <p>After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.</p> <p>If any loss or damage happens to the Works, Materials or Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks], the Contractor shall rectify/ reimburse the loss or damage at the Contractor's risk and Cost, so that the Works, Materials or Goods or Contractor's Documents conform with the Contract.</p> <p>The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.</p> |
| | 18.2.2 | All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor. |
| Procuring Entity's Risks. | 18.3 | <p>The risks referred to in Sub-Clause 18.4 [Consequences of Procuring Entity's Risks] below, insofar as they directly affect the execution of the Works, are:</p> <ul style="list-style-type: none"> i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, ii. rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, iii. riot, commotion or disorder within the Country by persons other than the |

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| | | <p>Contractor's Personnel,</p> <p>iv. munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,</p> <p>v. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,</p> <p>vi. use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,</p> <p>vii. design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and</p> <p>viii. Any operation of the forces of nature which is Unforeseeable or against which an experienced Contractor could not reasonably have been expected to have taken adequate preventive precautions.</p> |
| Consequences of Procuring Entity's Risks | 18.4 | <p>If and to the extent that any of the risks listed in Sub-Clause 18.3 above results in loss or damage to the Works, materials or Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer-in-charge and shall rectify this loss or damage to the extent required by the Engineer-in-charge.</p> <p>If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer-in-charge and shall be entitled subject to Clause 21.2 [Contractor's Claims] to:</p> <p>i. An extension of time for any such delay, if completion is or will be delayed, under Clause 8.6 [Extension of Time for Completion], and</p> <p>ii. payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this further notice, the Engineer-in-charge shall proceed in accordance with Clause 3.5 [Determinations] to agree or determine these matters.</p> |
| Intellectual and Industrial Property Rights | 18.5 | <p>In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>Whenever a Party does not give notice to the other Party of any claim within 28 Days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.</p> <p>The Contractor shall fully indemnify and keep indemnified the Procuring Entity and the State Government against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.</p> <p>The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>i. an unavoidable result of the Contractor's compliance with the Contract, or</p> <p>ii. a result of any Works being used by the Procuring Entity:</p> <p>(a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or</p> <p>(b) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract</p> <p>If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its Cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and Cost of the indemnifying Party, assist in</p> |

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| | | contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party. |
| Limitation of Liability | 18.6 | <p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.9 [Compensation/ Damages for Delay]; Sub-Clause 13.3 [Cost of Remedying Defects]; Sub-Clause 16.4 [Payment after Termination]; Sub-Clause 17.4 [Payment on Termination]; Sub-Clause 18.1 [Indemnities]; Sub-Clause 18.2 [Contractor's Care of the Works], Sub-Clause 18.4 [Consequences of Procuring Entity's Risks] and Sub-Clause 18.5. [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract shall not exceed twice the Accepted Contract Amount. This amount does not include charges, if any, for consumption of Electricity, Water and Gas provided by the Procuring Entity under Sub-Clause 4.18 [Electricity, Water and Gas], and use of Procuring Entity's Equipment and Materials under Sub-Clause 4.19 [Procuring Entity's Equipment and Issue of Materials].</p> <p>This Sub-Clause shall not limit liability of the Contractor in any case of fraud, deliberate default or reckless misconduct by the Contractor or Sub-Contractors or their personnel or offences under any other Law for the time being in force.</p> |
| Use of Procuring Entity's Accommodation/ Facilities | 18.7 | <p>The Contractor shall take full responsibility for the care of the accommodation and facilities, if any, provided by the Procuring Entity as detailed in the Specifications, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer-in-Charge.</p> |
| 19. Force Majeure | | |
| Definition of Force Majeure | 19.1 | <p>In this Sub-Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ol style="list-style-type: none"> which is beyond a Party's control, which such Party could not reasonably have provided against before entering into the Contract, which, having arisen, such Party could not reasonably have avoided or overcome, and which is not substantially attributable to the other Party. <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:</p> <ol style="list-style-type: none"> war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and Natural catastrophes such as earthquake, hurricane, typhoon or volcanic |

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| | | activity. |
| Notice of Force Majeure | 19.2 | <p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p> |
| Duty to Minimize Delay | 19.3 | <p>Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p> |
| Consequences of Force Majeure | 19.4 | <p>If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 21.2 [Contractor's Claims] to:</p> <ol style="list-style-type: none"> an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.6 [Extension of Time for Completion], and if the event or circumstance is of the kind described in Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (a) to (e), occurs in the Country, payment of any such Cost incurred rectifying or replacing the Works and/ or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment]. <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> |
| Force Majeure Affecting Subcontractor | 19.5 | <p>If any Subcontractor is entitled under any Contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Sub-Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Sub-Clause.</p> |
| Optional Termination, Payment and Release | 19.6 | <p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 17.3 [Cessation of Works and Removal of Contractor's Equipment]. Upon such termination, the Engineer-in-charge shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <ol style="list-style-type: none"> the amounts payable for any acceptable work carried out for which a price is stated in the Contract; the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal; other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of |

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| | | <p>completing the Works;</p> <p>iv. the Cost of removal of Temporary Works and Contractor's Equipment from the Site</p> |
| Release from Performance | 19.7 | <p>Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their Contractual obligations or which, under the Law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:</p> <p>i. The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and</p> <p>ii. the sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.</p> |
| 20. Insurance | | |
| General Requirements for Insurance | 20.1 | <p>In this Sub-Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.</p> <p>Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause.</p> <p>Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Sub-Clause.</p> <p>If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Sub-Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.</p> <p>Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.</p> <p>The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:</p> <p>i. evidence that the insurances described in this Sub-Clause have been effected, and</p> <p>ii. copies of the policies for the insurances described in Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 20.3 [Insurance against Injury to Persons and Damage to Property].</p> <p>When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer-in-charge.</p> <p>Each Party shall comply with the conditions stipulated in each of the</p> |

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| | | <p>insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Sub-Clause.</p> <p>Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p> <p>If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p> <p>Nothing in this Sub-Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/ or the Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.</p> <p>Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 21.2 [Contractor's Claims], as applicable.</p> |
| Insurance for Works and Contractor's Equipment | 20.2 | <p>The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement Cost including the Costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under Sub-Clause 20.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations including those under Clause 13 [Defect Liability].</p> <p>The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.</p> <p>Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:</p> <ol style="list-style-type: none"> shall be effected and maintained by the Contractor as insuring Party, shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the Costs of rectifying the loss or damage, shall be extended to cover liability for all loss and damage from any cause not listed in Sub-Clause 18.3 [Procuring Entity's Risks], shall also cover, to the extent specifically required in the Contract Data, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in Sub-Clause 18.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at |

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| | | <p>commercially reasonable terms, and</p> <p>v. may however exclude loss of, damage to, and reinstatement of:</p> <ul style="list-style-type: none"> (a) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub- paragraph (b) below), (b) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, material or workmanship, and (c) A part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage. |
| Insurance against Injury to Persons and Damage to Property | 20.3 | <p>The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 20.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.</p> <p>This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data with no limit on the number of occurrences.</p> <p>Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:</p> <ul style="list-style-type: none"> i. shall be effected and maintained by the Contractor as insuring Party, ii. shall be in the joint names of the Parties, iii. shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 20.2 [Insurance for Works and Contractor's Equipment] arising out of the Contractor's performance of the Contract, and iv. may however exclude liability to the extent that it arises from: <ul style="list-style-type: none"> (a) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (b) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any Defects, and (c) a cause listed in Sub-Clause 18.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms. |
| Insurance for Contractor's Personnel | 20.4 | <p>The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.</p> <p>The insurance shall cover the Procuring Entity and the Engineer-in-charge against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.</p> <p>The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Sub-Clause.</p> |
| 21. Claims, disputes and Arbitration | | |
| Recovery | 21.1.1 | Any amount inadvertently paid as not due to the Contractor shall be treated as acknowledged recovery/ or debt due from the Contractor. The Contractor shall immediately inform the Engineer-in-charge about such amount and offer to reimburse immediately to the Engineer-in-charge. |
| | 21.1.2 | Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Procuring Entity shall be entitled to recover such a sum by appropriating, in part or whole of the |

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| | | <p>Performance Security, or enlistment deposit of the Contractor. In the event of the Performance Security and enlistment deposit being insufficient or if no Performance Security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Contractor, under this Contract or other Contracts with the Procuring Entity. Should these sums not be sufficient to cover the full amount recoverable, the balance remaining due shall be recovered from the Contractor as arrears of land revenue under Section 53 of the Act.</p> |
| Contractor's Claims | 21.2 | <p>If the Contractor considers himself to be entitled to any extension of the Time for Completion and/ or any additional payment, under any Sub-Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer-in-charge, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, but not later than 28 Days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>If the Contractor fails to give notice of a claim within such period of 28 Days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p> <p>The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim included in the claim, either on the Site or at another location acceptable to the Engineer-in-charge. Without admitting the Procuring Entity's liability, the Engineer-in-charge may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer-in-charge to inspect all these records, and shall (if instructed) submit copies to the Engineer-in-charge.</p> <p>Within 42 Days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge, the Contractor shall send to the Engineer-in-charge a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ol style="list-style-type: none"> this fully detailed claim shall be considered as interim; the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Engineer-in-charge may reasonably require; and the Contractor shall send a final claim within 28 Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer-in-charge. <p>Within 42 Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer-in-charge and approved by the Contractor, the Engineer-in-charge shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p> <p>Within the above defined period of 42 Days, the Engineer-in- charge shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.6 [Extension of Time for</p> |

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| | | <p>Completion], and/ or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.</p> <p>If the Engineer-in-charge does not respond within the timeframe defined in this Sub-Clause, the matter may be brought to the attention of the Procuring Entity by the Contractor within 15 days (beyond the initial period of 42 days) for timely intervention. If the Contractor is not satisfied with the decision of the Engineer-in-charge/ Procuring Entity, the Parties may refer the dispute to the Dispute Resolution Board in accordance with Sub-Clause 21.3 [Dispute Resolution].</p> <p>The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.</p> |
| Dispute Resolution | 21.3.1 | The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Appendix B. |
| | 21.3.2 | The disputes which remain unresolved by the Dispute Resolution Board may be referred by either Party to Arbitration. |

APPENDIX A**General Conditions for admissibility of Escalation (Not Applicable)****Appendix B****Dispute Resolution During Execution of the Contract****1.0 Dispute**

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

1.1 Dispute Resolution in a Construction Contract

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

2.0 Dispute Resolution Board (DRB)

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will also be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainerhip fee, daily fee for travel & site visits, out-of- pocket expenses); manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; termination/ phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.
- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation (Chairman, etc.) concerned in other cases.
- (d) The Members to be appointed shall be out of a panel maintained by the Department/ Organisation concerned and should be experienced in the type of construction actually involved and/ or finance and accounts and/ or contractual documents. **They should be persons of repute and integrity.**
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should be tried to be settled amicably. If the dispute still remains unsettled, it shall be referred to the DRB.
- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.
- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days (or as otherwise

approved), within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.

- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

3.0 Arbitration

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

4.0 Language

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

5.0 Terms and conditions for engagement of DRB Member and Chairman

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

Section VI B : Special Conditions of Contract

| Ref. to GCC | Subject | Data |
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| 1.1 | Procuring Entity's designation and address are: | Director and Joint Secretary, Directorate of Local Bodies G-3 Rajmahal Residency Area, Civil Lines Railway crossing, C Scheme JAIPUR – 302007, Country: India. Telephone: +91 141 2222403 |
| | The Works or Work is: | Design, Construction and Development of Sanitary Landfill Site of 1,30,000 Cubic Meter Capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as Amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota South |
| | The Site is: | Municipal Corporation Kota South |
| | The Contractor and his address are: | |
| | Engineer-in-Charge's Designation and Address and communication details are: | Commissioner, Municipal Corporation Kota South |
| | The Contractor's Representative's name and communication details are: | |
| | The Commence/ Start Date is: | As per work order |
| | Defect Liability Period (DLP)/ Defect Notification Period (DNP) is: | The DLP/ DNP is 365 Days after the date of issue of Taking-Over Certificate. |
| | The Time for Completion and the Intended Completion Date are: | As per work order |
| | The Accepted Contract Amount is: | As per work order |
| | Communication: | Electronic transmission shall include e-mail, fax etc. and delivered shall include their transmission sent successfully to correct address. |
| | The Language of the Contract is: | English |
| | Signing of the Contract Agreement and submission of Performance Security: | Within 30 Days of issue of notification of the award. |
| | Possession of site: | Entire Site shall be handed over within 30 Days of signing the Contract. |
| 1.3 | Quality Control: | As per bid document |
| 1.8.1 | Approval of the competent authority shall not be necessary, if the amount involved in variation is: | Variation clause deleted |
| 2.1 | Requirement of designing by the Contractor: | All required design shall be carried out by the contractor duly approved by any technical Institute at own level. |
| 2.6 | Refund of Performance Security: | The Performance Security shall be refunded in following manner after completion of contract |
| 3.1.1 | Commencement of the Works | The Works shall be commenced within a period of 30 Days from the date of signing of the Contract. |

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| 3.1.2 | Third Party Quality Inspections as per ISO 17020 by a Departmental Authority or QCI approved/ accredited bodies: | Shall be conducted |
| 4.1.5 | The normal working hours at the Site and Days of rest shall be: | 9.00 AM to 6.00 PM. Normal Days of rest as per labour laws |
| 4.3.5 | Advance Payment for mobilization for execution of the Works: | The Advance Payment shall be payable/ not payable. Not payable, however, VGF as prescribed will be payable basis of prorata progress of establishment of plant |
| 4.4 | Insurance: | The details of Insurance covers to be obtained by the Contractor and the Procuring Entity, including their value, terms and extent of coverage and other terms and conditions shall be as under: As per labour laws by contractor of their labour |
| 4.9.1 | Other Special Conditions, if any: | As detailed below |

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Article 1 – Definitions and Interpretation

1.1 Definitions

In this Contractor Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Associate” means, in relation to the Bidder / Consortium Member, a company who controls or is controlled by such Bidder/ Consortium Member (herein referred to as the “Associate”). As used in this definition, the expression “control” means, with respect to a company, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such company.

“Authority” shall mean Chief Executive Officer/Commissioner/Executive Officer in respect of cluster centre city.

“Biodegradable Substance” shall have the meaning as ascribed to it under the Solid Waste Management Rules 2016.

“Bio-Medical Waste” shall have the meaning ascribed to it in the Bio-Medical Waste Management Rules, 2016.

“Book Value” shall mean the cost of the fixed assets incurred and financed by the Contractor for the Project, net of accumulated depreciation computed on written down value method in accordance with the rates specified in the Companies Act, 1956 and as determined by an independent firm of chartered accountants mutually agreed upon and appointed by the Parties. For avoidance of doubt, it is clarified that the Book Value shall not include cost of fixed assets funded by Capital Grant given by ULB and the Existing Assets.

“Completion Certificate” means the certificate issued by the Authority, for their respective scope, certifying, inter alia, that the Contractor has developed, constructed or provided all Project Facilities in accordance with this Contractor Agreement for implementing the Project.

“Commercial Waste” Commercial waste consists of Waste from premises used wholly or mainly for the purposes of a trade or business or for the purpose of sport, recreation, education or entertainment but not including household, agricultural or industrial waste.

“Contractor” shall mean the Company/Consortium/SPV which enters into this Contractor Agreement with the Authority pursuant to issuance of the Letter of Award;

“Contractor Area” shall mean the total area in which the Contractor is required to carry out the Scope of Work in accordance with the terms of this Contractor Agreement.

“Construction Period” means the period beginning from the Appointed Date and commencement.

“Commercial Operational Date” (CoD) means actual date of start of plant functioning as per term and conditions prescribed in RFP.

“Construction Requirements” shall mean the requirements as to construction / renovation/ up-gradation of the Project Facilities.

“Construction Works” means all works and things necessary to complete the Project by the Contractor in accordance with this Contractor Agreement;

“Liquidated Damages” shall mean Damages payable by either Party to the other of them, as set forth in this Contractor Agreement, whether on per diem basis or otherwise, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

“Development Plan” shall have the meaning ascribed to it in Article 6.4

“Dispute” shall have the meaning set forth in Article 13.

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 13.

“Drawings” shall mean all of the drawings, detailed designs, calculations and documents pertaining to the Project in accordance with the Construction Requirements and O&M Requirements.

“Escrow Account” means an Account which the Authority shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Contractor Agreement, and includes the Sub-Accounts of such Escrow Account;

“Event of Default” shall have the meaning ascribed there to in Article 11.

“Existing Assets” shall mean collectively the assets of the Authority including the Project Site, movable assets (vehicles and equipments).

“Force Majeure” or **“Force Majeure Event”** shall have the meaning ascribed thereto in Article 10.

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contractor Agreement which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the implementation, operation and

maintenance or supervision or monitoring thereof or any of them of a project of the type similar to that of the Project.

“GoI” means the Government of India.

“GoR” means the Government of Rajasthan.

“MC” means Municipal Commissioner

“EO” means Executive Officer

“Government Agency” means GoI, GoR, DLB, ULB or any state government or governmental department, commission, board, body, bureau, agency, Authority, instrumentality, administrative body, central, state, or local, having jurisdiction over the Contractor, Contractor Area, Project, or any part thereof, or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Contractor Agreement.

“Handback Requirements” shall have the meaning ascribed thereto in Article 12.

“Hazardous Wastes” shall have the meaning ascribed to it in the Hazardous and other Waste (Management and Transboundary Movement) Handling Rules, 2016;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Contractor pursuant to Article 6.14 and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;

“Engineered Sanitary Landfill” shall mean the area within the Landfill Facility, designed and constructed in compliance with MSW Rules 2016 with protective measures against pollution of ground water, surface water and air fugitive dust, windblown litter, bad odor, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion, and utilized for Disposal of Landfill Waste.

“Land filling” shall mean Disposal of the Solid Waste in the SLF in accordance with the terms of this Contractor Agreement and Solid Waste Management Rules, 2016.

“Fit for Land filling” shall mean street sweepings, silt removed from the drains and the Residual Inert Matter which is tested as per applicable Codes and Standards and certified by the Independent Engineer as fit to be taken and dumped at the SLF.

“Landfill Waste” shall mean the Residual Inert Matter, duly certified as Fit for Land filling by the Engineer In Charge in accordance with the O&M Requirements.

“Lease Deed” means the deed entered between the Contractor and the Authority with respect to the Sanitary landfill Site.

“Lenders” means financial institutions, banks, funds and trustees for bond holders or debenture holders, who provide funds to the Contractor for financing the debt component of the cost of the Project.

“Sanitary landfill Facility” shall mean the facilities for processing Solid Waste designed, build and commissioned by the Contractor in accordance with the provisions of this Contractor Agreement.

“Management Control” means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of the Contractor, whether through the ownership of voting securities, by contract or otherwise or the power to elect or appoint more than 50% (fifty percent) of the directors or other individuals exercising similar Authority with respect to the Contractor.

“Material Adverse Effect” means a material adverse effect on (a) the ability of the Contractor to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Contractor Agreement and/or (b) the legality, validity, binding nature or enforceability of this Contractor Agreement.

“Material Breach” means a breach by either Party of any of its obligations under this Contractor Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“Municipal Act” means the Rajasthan Municipalities Act 2009 as amended from time to time.

“Solid Waste” or “MSW” shall have the meaning ascribed thereto in the Solid Waste Management Rules, 2016 and shall include **“Garbage”**, **“Solid Waste”** and vice versa and amended time to time.

“MSW Rules” shall mean the Solid Wastes Management Rules, 2016 and includes any amendment thereto as in force.

“New Assets” shall mean collectively the assets as per Article 6.6, of this Contractor Agreement to be provided/procured/ constructed by the Contractor for implementing the Project.

“Non-Biodegradable Substance” shall mean all substances including packaging material, metal, inert, plastic, drain silt, street sweeping waste, clothing, rubber and paper products excluding Bio-degradable Substance, construction debris, Hazardous Wastes and Biomedical Waste.

“O&M Requirements” means the requirements as to operation and maintenance of the Project set forth in Article 6.7 of this Contractor Agreement.

“Processing” shall mean process by which MSW is transformed into new or recycled products including processes like composting, bio-mechanization, pelletization (RDF) or any other appropriate processes in accordance with relevant Applicable Laws.

“Project” Construction and development of engineered landfill site, and design, financing, procurement, construction, operation, maintenance and management of the Project Facilities in accordance with the provisions of this Contractor Agreement.

“Project Facilities” shall mean the engineered sanitary landfill site Facilities or any land for all other related facilities located thereon, and any other offsite facilities created for the Project and include all assets of the Contractor for the purpose of undertaking the Project.

“Project Site/” collectively means the Sanitary landfill Sites, engineered sanitary landfill site, and any other land, if so provided by the Authority under the Lease Deed for exclusive purpose of undertaking the Project.

“Post Closure Maintenance Plan” shall have the meaning ascribed thereto in Article 6.24.

“Post Closure Activities” shall mean the activities to be undertaken by the Concessionaire during the Post Closure Period in accordance with the provisions of Article 6.7 of this Concession Agreement and as per the MSW Rules.

“Post Closure Period” shall mean the period commencing from the day immediately following the expiry of Landfill Life of the particular cell and ending on the 30th anniversary of the said day.

“Preliminary Notice” means the notice of intended Termination by the Party entitled to terminate this Concession Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Regulator” Shall mean a body appointed by the State Government through an appropriate statute to adjudicate the matters related to the Urban Development and projects related thereto;

“Residual Inert Matter” shall mean the material left as residue after Processing of Solid Waste and Segregation and removal of the organic matter, compost or organic manure there from, either wholly or in part, and includes pre-processing rejects.

“Right of Way” means the constructive possession of the Project Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for implementation of the Project in accordance with this Contractor Agreement;

“Royalty” means amount payable to concerned ULB by the contractor as per agreement

“Scheduled Completion Date” means completion of construction of Sanitary landfill Facilities for treatment and of waste respectively within 18 (eighteen) calendar months from the Appointed Date including any extension thereof provided by the Authority;

“Statutory Auditors” means a reputed firm of chartered accountants acting as the statutory auditors of the Contractor under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment thereof, for the time being in force;

“Taxes” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, service tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Termination” means termination of this Contractor Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Contractor Agreement but shall not, unless the context otherwise requires, include the expiry of this Contractor Agreement due to efflux of time in the normal course.

“Termination Date” means the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Contractor Agreement.

“Tests” means the tests to be carried out in accordance with the Construction Requirements or O&M Requirements and “Testing” and “Tested” shall be construed accordingly.

“Tipping Fee” means the amount payable by the Authority to the contractor in accordance with Article 9 of this Agreement.

“User Charges” means the charges/fees payable by the generators of the MSW in accordance with the notification issued by the Authority.

“Vehicle Tracking and Monitoring System” shall mean the hardware and software of the equipment/technology required to track the movement of vehicles carrying MSW.

“Workshop Site” shall mean the land developed and maintained by the Contractor for the purpose of parking, repairing and refueling of vehicles used by the Contractor during the Operations Period.

1.2 Interpretation

In this Contractor Agreement, unless the context otherwise requires:

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contractor Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. the Schedules/Annexures to this Contractor Agreement form an integral part of this Contractor Agreement as though they were expressly set out in the body of this Contractor Agreement;
- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. references to Recitals, Articles, Sub-articles, or Schedules/ Annexures in this Contractor Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Sub-articles, and Schedules/ Annexures of or to this Contractor Agreement;
- j. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contractor Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- k. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- l. the Liquidated Damages payable by either Party to the other of them, as set forth in this Contractor Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Liquidated Damages**").

2 Article 2 – Project

2.1 Brief Scope of Work for the Project

The Scope of the Project (the "**Scope of the Project**") shall mean and include, during the Contractor Period Processing of Solid Waste as described in the RFP

Brief scope of work in Municipal Corporation Kota South (MCKS) is as follows:

1. Design, Construction and Development of Sanitary Landfill Site of 1,30,000 CUM capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as amended time to time and Swachh Bharat Mission (Urban) 2 o guidelines for Municipal Corporation Kota South.

2.2 Grant of Contract

Subject to and in accordance with the terms, conditions and covenants set forth in this Contract Agreement the Applicable Laws and the Applicable Permits, the Authority hereby grants and authorizes the Contractor to carry out:

- a. Initiate the process for availing the benefits of carbon credit under the Clean Development Mechanism (CDM);
- b. Design, engineer, procure, finance, modify, construct, operate, maintain and transfer the Project Facilities; and
- c. Exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Contractor Agreement (hereinafter collectively referred to as "**the Contractor**").
- d. Notwithstanding anything to the contrary stated in this Contractor Agreement the Contractor shall not sub-let/sub-contract any of the Contractor's obligations under this Contractor Agreement except with prior written consent of the Commissioner, Municipal Corporation Kota South.

2.3 Contract Period

The Contract hereby granted is for a period of 05 years from the ,Appointed Date with an option to further extend the Contract Period by mutual consent of the Parties of this Contract Agreement or until earlier Termination thereof in accordance with the terms of this Contract Agreement ("**Contract Period**").

Provided that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

2.4 Exclusivity of the Contract

The Contractor shall be the sole and exclusive person entitled to undertake the Project in the Contract Area and Authority agrees that no agreement or arrangement permitting the activities as per the Scope of Work for the Project covered under this Contract Agreement by any other party shall be entered into by Authority during the Contract Period.

2.5 Acceptance of the Contract

In consideration of the rights, privileges and benefits conferred upon the Contractor by Authority and other good and valuable consideration expressed herein, the Contractor hereby accepts the Contract and agrees and undertakes to implement the Project and perform/discharge all its obligations in accordance with the provisions hereof.

3 Article 3

3.1 Labor Laws and Safety code to be complied with by the Contractor

- a. The Contractor shall obtain a valid license under the Contract Labor (R&A) Act, 1970 and the Contract Labor (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Contractor shall also abide by the provisions of the Child Labor (Prohibition and Regulation) Act, 1986. Any failure to fulfill these requirements may result in Termination of this Contract Agreement.
- b. The Contractor shall employ only adult persons to execute the Scope of Work under this Contract Agreement. The Contractor shall pay to labor employed by him, wages as per the provisions of the Contract Labor (Regulation and Abolition) Act 1970 and the Contract Labor (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- c. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contract Labor (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- d. The Contractor shall indemnify and keep indemnified the Authority against payments to be made under and for the observance of the law aforesaid and the Labor Regulations.
- e. The laws aforesaid shall be deemed to be a part of the Contract Agreement and any breach thereof shall be deemed to be a breach of the Contract Agreement.
- f. In respect of all labor directly or indirectly employed in the work for the performance of the Contractor's part of this Contract Agreement, the Contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable **to pay Liquidated Damages of Rs.200/- per day for each default and in addition the COMMISSIONER Commissioner shall be at liberty to make arrangement and provide facilities as aforesaid through any other agency and recover the costs incurred in that behalf from the Contractor.**

3.2 Submission of Monthly Statement on labor employed

The Contractor shall submit by the 7th of every month, to the Engineer In charge a true statement showing in respect of the preceding month:

- a. The number of laborers employed by Contractor on the work,
- b. Their working hours,
- c. The wages paid to them,
- d. The accidents that occurred during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them/ steps taken to avoid such happenings in the future, and
- e. The number of female workers who have been allowed maternity benefit and the amount paid to them.

Failing which the Contractor shall be liable to pay to the **Authority a sum not exceeding Rs. 1,000/- for each default and/or Rs. 5000/- for materially incorrect statement.** The decision of the Engineer In Charge shall be final and binding in deducting from the Tipping Fee due to the Contractor the amount levied as fine and shall be binding on the Contractor.

3.3 Compliance with instructions on removal from site of undesirable person

The Commissioner authorized by him and/or the Engineer In Charge may require the Contractor to dismiss or remove from the site of the work any person or persons in the Contractor's employment who may be in view of the Engineer In Charge is incompetent or misconducts during his/her duty and the Contractor shall forthwith comply with such requirements.

4 Article 4 – Handover of Project Site & Project Facilities

4.1 Project Site

4.1.1 Handover of sites for construction of sanitary landfill facility

The Authority shall on the date of signing of this Contract Agreement and execution of Lease Deed or any mutually agreed date, handover vacant and peaceful physical possession to the Contractor of the sites for construction of sanitary landfill Facility free from Encumbrance, for enabling the Contractor to carry out construction, renovation, up gradation, or modifications etc. thereto in accordance with the provisions of this Contract Agreement, for the purpose of implementing the Project.

Upon the Contractor being granted access to the Sites pursuant to the preceding Sub-article (a), the Contractor shall, subject to the provisions of Article 6, have the right to enter upon and construct, renovate or modify the same at its own costs in accordance with the Construction Requirements and carry out such investigations, development and improvements to the Sites and arrange for procuring and providing the New Assets, as may be necessary or appropriate to implement the Project in accordance with the provisions of this Contract Agreement.

4.1 Peaceful Possession

The Authority hereby represents and warrants that:

- a. The Sanitary landfill Site and landfill site:
 - i. Have been acquired through the due process of law; or
 - ii. Belongs to or has been leased to or is vested in the Authority, and that the Authority has full powers to hold, dispose of and deal with the same consistent, inter-alia, with the provisions of this Contract Agreement and that the Contractor shall, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any Persons affected directly and/or indirectly thereby.
- b. The Contractor shall, subject to complying with the terms and conditions of this Contract Agreement, remain in peaceful possession and enjoyment of the landfill site during the Contract Period. In the event the Contractor is obstructed by any Person claiming any right, title or interest in or over the Sanitary landfill or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Sanitary landfill Site or any part thereof, the Authority shall, if called upon by the Contractor, defend such claims and proceedings and also keep the Contractor indemnified against any direct loss or damages which the Contractor may suffer, on account of any such right, title, interest or charge.

5 Article 5 – Engineer in Charge

5.1 Chief Engineer, Municipal Corporation Kota South

6 Article 6 – Contractor's Obligations

In addition to and not in derogation or substitution of any of its other obligations under this Contract Agreement, the Contractor shall have the following obligations:

6.1 Applicable Permits

The Contractor shall in respect of the Project, procure the Applicable Permits and be in compliance thereof at all times during the Contract Period and the Authority may assist the Contractor in procuring such Permits. It is however clarified that the Contractor shall be solely responsible for obtaining, maintain and renewing such clearances and/or permits as required from time to time.

6.2 Financing Arrangement

The Contractor shall at its cost; expenses and risk make all such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Contract Agreement, in a timely manner.

6.3 Development Plan

- a. The Contractor shall within 15 (fifteen) days of this Contract Agreement, submit to the Engineer In Charge and Authority a plan ("the Development Plan") in conformity with the Scope of Work described in the RFP document.
- b. Within 7 (seven) days of receipt of the Development Plan, the Engineer In Charge shall review the relevant parts taking into account, inter-alia, comments of the Authority, if any, thereon, and convey its comments/observations to the Contractor on the Development Plan, including the need, if any, to modify the same. If the comments/observations of the Engineer In Charge require the Development Plan to be modified, the Contractor shall suitably modify the Development Plan and re-submit the same to the Engineer In Charge, as the case may be within 5 (five) days of such intimation, for further review. The Engineer In Charge shall give their observations and comments, if any, within 7 (seven) days of receipt of such revised Development Plan, which shall be taken into account by the Contractor while finalizing the Development Plan.

- c. If, within the period stipulated in the preceding Sub-article (ii), the Engineer In Charge does not respond to the Development Plan submitted to it by the Contractor, the Contractor shall be entitled to proceed with the Project with a written approval of the Authority.
- d. Notwithstanding any review or failure to review by the Contractor of the comments/observations of the Engineer In Charge or the Authority, the Contractor shall be solely responsible for the adequacy of the Development Plan and the conformity thereof with the Construction Requirements and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.

For the avoidance of doubt it is clarified that the Development Plan when completed and duly approved shall form a part of this Contract Agreement and any breach of terms of the Development Plan shall be considered as a breach of this Contract Agreement.

6.4 Drawings

- a. Preparation of Drawings
 - i. The Contractor, subject to the Construction Requirements, shall prepare its own Drawings.
 - ii. The Drawings shall be subject to review by the Engineer In Charge as hereinafter provided in Sub-article (b) below.
- b. Review of Drawings
 - i. The Contractor shall within 30 (thirty) days from date of this Contract Agreement and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the Drawings to the Engineer In Charge and the Authority.
 - ii. By forwarding a copy of the Drawings to the Engineer In Charge and Authority pursuant to the preceding Sub-article (i), the Contractor shall be deemed to have represented that it has verified and determined that the Drawings forwarded are in conformity with the Construction Requirements.
 - iii. Within 15(fifteen) days of receipt of the Drawings, Engineer In Charge shall review the same with respect to the Scope of Work, taking into account, *interalia*, comments of the Authority, if any, thereon, and convey its comments/observations to the Contractor on the conformity of Drawings with Construction Requirements. If the comments/observations of the Engineer In Charge indicate that the Drawings are not in conformity with the Construction Requirements, such Drawings shall be revised by the Contractor to the extent necessary and resubmitted to Engineer In Charge within 5 (five) days of such intimation by the Engineer In Charge for further review. The Engineer In Charge shall give its observations and comments, if any, within 15 (fifteen) days of receipt of such revised Drawings, which shall be taken into account by the Contractor while finalizing the Drawings.
 - iv. If, within the period stipulated in the preceding Sub-article (iii), the Engineer In Charge does not respond to the Drawings submitted to it by the Contractor within 15 (fifteen) days the Contractor shall be entitled to proceed with the Project on the basis of such Drawings submitted by it to the Engineer In Charge, and intimate the same to the Authority. The same should be highlighted in the periodic reporting by the Contractor.
 - v. Notwithstanding any review or failure to review by or the comments/ observations of the Engineer In Charge or the Authority, the Contractor shall be solely responsible for the adequacy of the Drawings and their conformity with the Construction Requirements, and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.
 - vi. The Contractor shall be responsible for delays in meeting the Construction Requirements caused by reason of any Drawings not being in conformity with the Construction Requirements, and shall not be entitled to seek any relief in that regard from the Authority.
 - vii. The Contractor shall in consultation with the Engineer in charge finalize an implementation schedule for their respective scope.

6.5 Project Implementation

a. New Assets

The Contractor shall procure/provide the New Assets in accordance with the Development Plan and Construction Requirements and operate & maintain them during the Contract Period in accordance with this Contract Agreement.

b. Construction Works

- i. Contractor has been given specific permission by the Authority to commence construction.
- ii. The Contractor shall adhere to the Construction Requirements and achieve COD on or before the Scheduled Completion Date.
- iii. Provided that, on the written request by the Contractor for extension of Scheduled Completion Date due to reasons solely attributable to the Contractor, Authority may consider such a request, subject to the Contractor agreeing to pay an amount as per GCC, such extension shall in no case exceed 6 (six) months from Scheduled Completion Date. In the event Contractor is

not able to achieve construction within such extended period, it shall be treated as a Contractor Event of Default.

- iv. The Contractor may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability subject to written approval from Engineer In charge; but in either case, the Contractor shall remain solely responsible to meet the Construction Requirements. Prior to commencement of construction, renovation/repair of any of the Project Facilities and Sanitary landfill Site, the Contractor shall have obtained all such Applicable Permits as are necessary to commence construction/ renovation/ repair of such facilities and sites.
- v. Adherence to the time allowed for the construction of shall be the essence of the Contract Agreement. The execution of the works shall commence within the time period mentioned in the RFP document. If the Contractor commits default subject to Article 11.1 (a) of this Contract Agreement in commencing the execution of the work as aforesaid, the Commissioner shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Security, full or in part as deemed appropriate in accordance with Article 6.1 and Article 11.1 (a) of this Contract Agreement. The Commissioner may for reasons to be recorded in writing extend the period for commencement of execution of works up to two months.

6.6 Operation and Maintenance

The Contractor shall undertake the Project in accordance with this Contract Agreement and more specifically in terms of Annexures of this Contract Agreement and adhere to the O&M plan and O&M Manual duly approved by the Commissioner and the Engineer In Charge.

- a. The Contractor shall undertake the Project by itself or through a Contractor subject to express written permission of the Authority.
- b. The Contract Agreement shall not be assigned or sublet without the written approval of the Commissioner.
- c. The Contractor shall, during the Contract Period:
 - i. be well organized and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with the Engineer In Charge/ Authority and to be responsible for all necessary exchange of information required pursuant to this Contract Agreement;
 - ii. Conduct all Tests to ascertain compliance with the Development Plan and the O&M Requirements.
- d. The Contractor shall during the Contract Period in accordance with the provisions of this Contract Agreement:
 - i. Shall ensure that all the requirement of sanitary landfill with O&M of plant for 05 years.

6.7 Repair and Replacement

- a. The Contractor shall at its cost, plan for replacement, replenishment and renewal as the case may be of the assets (including equipment/ vehicles) well ahead of the time when such assets thereof is reasonably expected to expire its operating life or its impending obsolescence and replace the assets in accordance with Good Industry Practice so as to ensure that the Project commensurate with the requirements of this Contract Agreement, at all times during the Contract Period.
- b. The Contractor shall not remove from the Project Facilities and Sanitary landfill, any equipment, materials, consumable and non-consumable items that are required for the Project, without the prior written consent of the Engineer In Charge.
- c. The Contractor shall maintain and complete accurate records of all equipment, materials, consumables and spare parts procured and shall provide copies of such records to the Authority upon request.

6.8 Operation and Maintenance Plan and Operation and Maintenance Manual

Prior to making a request for issue of Project Completion Certificate for the Project, the Contractor shall, in consultation with the Authority/ Engineer In Charge, finalize:

- a. An O&M Plan ("O&M Plan") prepared in line with the Scope of Work of the Project, Statutory Requirement, Development Plan and compliance with the requirements of this Contract Agreement.
- b. A manual for the operations, regular and preventive maintenance of the Project Facility ("O&M Manual") and shall ensure and procure that at all times during the Contract Period, the Project Facilities are operated and maintained in accordance with the provisions hereof.

6.9 Project Vehicles / Equipments

The Contractor shall operate and maintain all the Project Vehicles and Project Equipments in accordance with the O&M Plan, O&M Manual Good Industry Practice and applicable law throughout the Contract Period.

6.9.1 Display name of the Authority & Slogans on the vehicles & machinery used for SWM Services

- a. The Contractor shall display his name on all the vehicles engaged by him for the SWM services alongside the logo and tag line of Swachh Bharat Mission-2 o& name of the Authority. The display of advertisement shall be approved by the Engineer In Charge/ COMMISSIONER.

6.10 Vehicle Tracking and Monitoring System

The Contractor shall at his own cost and expense install a Vehicle Tracking and Monitoring System in all the vehicles used by the Contractor for **processing of waste** including the vehicles purchased from the Authority. The vehicle tracking and monitoring system should be able to provide the real time data related to the time, position and route taken by the vehicles and generate reports in the manner desired by the Authority.

6.12 Indemnification against Accidents

- a. The Contractor shall be solely responsible for and keeps the Authority indemnified against all the claims, damages, expenses, losses or injury to persons or property that may arise during the Contract Period from the Project including the vehicles/equipment provide by the Authority.
- b. On the occurrence of an accident which leads or may lead to human loss, the Contractor shall within 21 (twenty one) hours of such accident, report in writing to the Authority clearly stating the facts in sufficient details explaining the circumstances of such accident and the subsequent actions taken by the Contractor.
- c. In the event, compensation may become payable under any act or by judgment of any court/competent Authority thereof whether such compensation become payable by the Contractor or by the Authority, the same shall be borne and paid by the Contractor. If Contractor fails to pay the requisite compensation, Authority shall have the right to recover the same by encashment of the Performance Security and/or from the Tipping Fees payable to the Contractor.

6.13 Contractor to Indemnify the Authority against Patent Rights

The Contractor shall fully indemnify and keep indemnified the Authority against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract Agreement . In the event of any claims made under or action brought against the Authority in respect of any such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expenses, to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the Authority if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the COMMISSIONER/ Engineer In Charge in this behalf.

6.14 Environmental Compliance

The Contractor shall, at all times, ensure that all aspects of the Project and the processes employed for undertaking of the Project shall conform to the laws pertaining to environment, health and safety aspects including but not limited to rules such as Solid Waste Management Rules 2016 as amended from time to time, policies and guidelines related thereto.

The Contractor shall obtain and maintain from time to time all necessary clearances from the Pollution Control Board or any other similarly empowered Government Agency and for this purpose shall carry out, in accordance with Applicable Laws, the necessary environmental impact assessment studies and implement appropriate environment management plans and submit necessary reports (including the reports to be submitted by the Authority) as per Applicable Laws.

6.15 Land Use

The Contractor shall ensure optimum utilization of the Sanitary landfill Site and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities.

6.15.1 Weighbridge**a. Daily Information**

- i. The Contractor shall, at his own cost, construct new weighbridge minimum 40 MT capacity at the Sanitary landfill to accurately measure the quantity of MSW to enable the Parties to determine all quantities and make all calculations, referred to in this Contract Agreement.
- ii. The Contractor shall provide data to the Authority on a monthly basis for each of the items referred to in the preceding clause (i) in a form reasonably acceptable to the Parties.

b. Accuracy of Weighbridge

- i. The Contractor shall, at its cost, ensure that the weighbridges are maintained, operated and inspected in accordance with all Applicable Laws and that it accurately measures and records all types of SW collected by the Contractor.

- ii. Without limiting to the preceding clause (i), the Contractor shall ensure a calibration test of the weighbridge at least once every six (6) months and a copy of the calibration test result shall be sent to the Authority as soon as possible after the test is carried out.

c. Audit

The Engineer In Charge/Authority may conduct or arrange an audit of the weighbridge data and records for the purpose of verifying weighbridge data provided by the Contractor.

d. Adjustment

- i. If a calibration test conducted under Article 6.17.2 (B) or an audit conducted under Article 6.17.2 (C) shows that the weighbridge has been inaccurately measuring any of the items referred to in Article 6.17.1, the Parties may issue debit notes or credit notes, as the case may be, for any reasonable adjustments necessary to give effect to the result of the Calibration test or the audit.
- ii. If it is not possible to accurately determine the date from which the weighbridge began inaccurately measuring any of the items referred to in Article 6.17.1, the Parties shall assume that the weighbridge had been:
 - a) Accurately measuring the relevant items referred to in Article 6.17.1 from the date of the last accurate calibration test until the Halfway Point; and
 - b) Inaccurately measuring the relevant items referred to in Article 6.17.1 from the day after the Half Way Point until the date of the calibration test that revealed that the weighbridge has been measuring accurately.
 - c) For the purpose of preceding clause, the term "Half Way Point" means the day which is half way between the date of the last accurate calibration test and the date of the calibration test that revealed that the weighbridge has been measuring inaccurately.

For the Avoidance of doubt it is clarified that, the Contractor shall weigh, in presence of the Engineer In Charge and/or authorized representative of the Authority, the incoming SW collected and Transported by it ("Incoming Waste") and weigh the Landfill Waste (Inert) prior to Disposal of the same in the Landfill Facility in the manner as set out in the O&M Requirements. The record of weighment shall be jointly signed by the Engineer In Charge and authorized representative of the Authority and Contractor. The Contractor would keep a record of the same for a period of at least 5 (five) years.

e. Biomedical Waste

Collection of Bio-medical Waste is not within the purview of this Project and it is supposed to be handled as per Bio-medical Waste Management Rules 2016. The Contractor is therefore under no obligation to collect, Transport, treat, or dispose of Bio-medical Waste. However, in the event of finding Bio-medical Waste disposed off unscientifically along side Solid Waste or mixed with MSW, in the wards covered in Total Sanitation or Partial Sanitation, the Contractor shall notify the same to the Authority who shall arrange to pick up such Bio-medical Waste in the manner as deemed appropriate. The Contractor shall not take such Bio-medical Waste to the MSW Treatment Facility as it may contaminate compost or any other product derived from the Waste.

6.15.2 Maintenance and Certification of Records

The Contractor shall maintain day to day records of the quantum (measured in tonnes) of inert at Sanitary landfill, duly countersigned by the Engineer In Charge/ representative of the Authority and provide monthly, quarterly and annual reports to the Authority.

6.16 Maintenance of Warranties

The Contractor shall honor and preserve all product warranties for machinery and equipment (including the warranties provided by respective OEM). Further the Contractor shall take the appropriate action for the same.

6.17 Shareholding

As per the MOU of JV/Consortium/SPV

. Books of Account

- a. The Contractor shall maintain books of accounts recording all its receipts (including User Fee and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, assets and liabilities, in accordance with this Contract Agreement, Good Industry Practice, Applicable Laws and Applicable Permits.
- b. The Contractor shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account along with a report thereon by its Statutory Auditors, within 6 (six) months of the close of the Accounting Year to which they pertain. In addition the Contractor shall also submit a statement of fixed assets forming part of the Project Facilities, as on the end of the Accounting Year, duly certified by the Statutory Auditor. The statement of fixed assets shall provide the inventory of fixed assets as on the end of Accounting Year along with a list of additions and deletions during the period.
- c. The Authority or its authorized representatives shall have the right to inspect the records of the Contractor during office hours and require copies of relevant extracts of books of accounts to be

provided to the Authority and in the event of any discrepancy or error being found, the same shall be rectified promptly by the Contractor in its books of account.

6.18 General Obligations

- a. Subject to and in accordance with the terms and conditions of this Contract Agreement, the Contractor shall to the satisfaction of the Authority, with due care and diligence, design and execute the Construction Works as is required under the Construction Requirements and carry out its other obligations under and/or in relation to or reasonably to be inferred from this Contract Agreement and provide all personnel and labor, including the supervision thereof, materials, offices, workshops, tools, machinery, equipment and all other resources and things, whether of a temporary or permanent nature, required in or for such design and execution and for carrying out such obligations.
- b. The personnel and labor used by the Contractor for the Project shall be responsibility of the Contractor and the Authority shall in no case be responsible, in any manner to such personnel and labor.
- c. The Contractor shall assume full responsibility for the proper and timely design and execution of the Construction Works in accordance with this Contract Agreement.
- d. The Contractor shall be fully responsible for the acts or omissions of all its employees, agents, workmen, suppliers, consultants, contractors and any other persons for whom it is contractually responsible for, as if such acts of omissions were its own.
- e. The Contractor shall be responsible for maintaining the Project Facilities so as to keep it in good operable conditions which shall include but is not limited to all day-to-day maintenance and repairs of the Project Facilities and replacement of equipments/consumables irrespective of actual usage and loading levels and irrespective of whether the maintenance, repair or replacement work is required because of any defect in the Project Facilities (latent or otherwise) or due to faulty workmanship or defective design or construction or any other reason whatsoever and whether or not it is known to the Authority);
- f. The Contractor shall at its own cost and expense:
 - i. design, engineer, procure, finance, modify, construct, operate, maintain and transfer the Project Facilities in accordance with the provisions hereof;
 - ii. comply with Applicable Laws at all times during the Contract Period;
 - iii. endeavor to improve the ancillary conditions and infrastructure related to the Project, including assistance to informal recycling workers;
 - iv. Endeavour to sell or otherwise dispose of all recyclables in a manner which is not detrimental to the environment;
 - v. The Contractor shall provide Uniform, and Amenities as under:
 - vi. The Contractor (s) shall at his/ their own cost provide his/ their labor with a suitable protective uniform which shall be mandatory for the worker to wear while on duty. The uniform shall have following specification:
 - The color of the uniform shall be bright, visible from distance and approved by the COMMISSIONER.
 - The uniform shall have besides apparel for male and female, a cap, Protective gloves, boots, masks etc as approved by COMMISSIONER.
 - The Uniform and the cap shall bear the logo of the Authority.
 - The Contractor(s) shall construct & maintain latrines and urinals for the use of the laborers at Sanitary landfill plant at least one unit for every 25 workmen or part thereof deployed or expected to come to the site. Separate latrines and urinals shall be provided for women.
 - The Contractor (s) shall construct & maintain sufficient number of bathing and washing places, at least one unit for every 10 persons working at the Sanitary landfill.
 - The Contractor (s) shall provide adequate supply for drinking water for the laborers reporting at the place of marking attendance, Sanitary landfill.
- g. In the case of any class of work for which there is no such specification as referred to in this Clause, such work shall be carried out in accordance with the standards of ISO or the specifications of Bureau of Indian Standards. In case there is no such specification in Bureau of India Standards, the work shall be carried out as per manufacturer's specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the COMMISSIONER.
- h. procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- i. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Contract Agreement and shall be solely responsible for compliance with all labor laws and solely liable for all possible claims from any third

party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies Authority against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall Authority be treated as employer in this regard;

- j. Observe and fulfill the environmental and other requirements under the Applicable Laws and Applicable Permits;
- k. Be responsible for quality, soundness, durability, safety and the overall Construction Requirements and O&M Requirements;
- l. Be responsible for all the security, environment and safety aspects of the Project at all times during the Contract Period.
- m. Ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- n. upon receipt of a request thereof, afford access to the Sanitary landfill to the authorized representatives of Authority for the purpose of ascertaining compliance with the terms, covenants and conditions of this Contract Agreement;
- o. Pay all taxes, duties and outgoings, including utility charges relating to the Sanitary landfill; Contractor shall submit details of the taxes paid to the Authority on closing of every tax assessment year or at any other time specifically asked by the Authority.
- p. ensure and procure that any contract relating to the Project, entered into by the Contractor for implementing the Project in accordance with this Contract Agreement contains provisions that would entitle Lenders or a nominee of Authority to step into such contract/s at Authority's discretion, in place and substitution of the Contractor, pursuant to the provisions of this Contract Agreement;
- q. establish a standard protocol for addressing complaints from Persons in the Contract Area to the satisfaction of the Engineer In Charge in accordance with the O&M Requirements; and
- r. Submit reports regarding matters specified in Annexures and Article 6.7 of this Contract Agreement.

6.19 Breach of O&M Obligations

The Contractor shall be deemed to be in Material Breach of O&M Requirements, if the Engineer In Charge acting reasonably and in accordance with the provisions of this Contract Agreement, has determined that due to breach of its obligations by the Contractor:

- a. There has been failure/undue delay in carrying out scheduled/planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the O&M Requirements;
- b. The maintenance of the Sanitary landfill or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
- c. There has been a serious or persistent let up in adhering to the O&M Requirements and thereby the Sanitary landfill or any part thereof is not safe for operations;
- d. There has been persistent breach of O&M Requirements.
- e. For avoidance of doubt, persistent breach shall mean:
 - i. any breach of O&M Requirements by the Contractor which has not been remedied by the Contractor despite a notice to remedy in respect thereof issued by the Engineer In Charge/Authority;
 - ii. recurrence of a breach by the Contractor, during the pendency of notice to remedy by the Engineer In Charge/Authority, requiring the Contractor to remedy a breach, and
 - iii. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to notice to remedy or otherwise.

Upon occurrence of a material breach of O&M Requirements, Authority shall, without prejudice to and notwithstanding any other consequences provided therefore under this Contract Agreement, depending upon the nature of the obligation in respect of which a Material Breach has occurred, be entitled to either levy Liquidated Damages and thereafter terminate this Contract Agreement, if such breach takes place for 4 consecutive weeks or in respect of breach of obligations by the Contractor which are of a serious nature, immediately terminate this Contract Agreement and forfeit the Performance Security.

6.20 Waste Calibration

While considering the weight of Waste Transported by the Contractor for the purpose of making payment per tonne, the volume of the vehicle and density of Waste shall be taken into consideration to ensure that no malpractice takes place.

The following method of calibration shall be adopted:

All the collection vehicles shall be weighted at the Sanitary landfill Facility where a weighbridge shall be installed for weighing the vehicles along with the Waste and empty vehicle. The volume of vehicles used shall be recorded in cubic meters. If the net weight of Waste comes out to be more than 800 Kg/M³ in case of uncompacted Waste, the weight shall be reduced and brought down to the level of 800 Kg/M³. If the tonnage of

Waste recorded is higher than the calibrated weight, the calibrated weight shall be taken into consideration for payment.

The reduction in weight shall be communicated to the Engineer In Charge on a daily basis for reduction from the total Waste recorded at the final destination for payment to the Contractor.

Recording the Waste at the Sanitary landfill

The Contractor shall provide & maintain weighbridge at Sanitary landfill Facility and keep perfect record of the weight of the Waste handled. The Contractor shall also provide an office space for employee of the Authority as a representative to sit at these sites and monitor the services provided and records maintained by the Contractor.

6.21 Safety during Construction, Operation and Maintenance of Project facilities

Due Precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the Works, local residents in the vicinity of the works, and the public travelling through the works. The Contractor shall have on his staff on site a designated officer Qualified to promote and maintain safe *working* practices. This officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labor in their implementation. Compliance of provisions of Indian Standards for safety in construction. Hand book on Construction Safety Practices shall be made by the Contractor during entire period of the contract.

The Contractor shall also make compliance of provisions Rajasthan Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2009 and Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Act No 27 of 1996).

6.22 Group Insurance

The Contractor shall take group insurance of the work force deployed on the project against any accident, disability or death while on duty.

6.23 Medical Checkup

The Contractor shall arrange medical checkup of the work force at least once in a year and shall arrange for their treatment if associated with the nature of work allotted in the project.

7 Article 7 – Authority's Obligations

7.1 Specific obligations

- a. The Authority shall allocate land for the project to the Contractor on lease/ license for the period of Contract for 05years which can be extended to further on mutual agreement.
- b. Declare and maintain, or cause to declare and maintain, a no-development zone around the Sanitary landfill in accordance with Applicable Laws.
- c. Grant in a timely manner all such approvals, permissions and authorizations which the Contractor may require or is obliged to seek from the Authority under this Contract Agreement, in connection with implementation of the Project and the performance of its obligations.

7.2 General obligations

The Authority shall:

- a. Upon written request from the Contractor and subject to the Contractor complying with Applicable Laws, provide reasonable support and assistance to the Contractor in procuring Applicable Permits required from any Government Agency for implementation of the Project. It is clarified that, the Contractor shall be solely responsible for obtaining all Applicable Permits;
- b. Observe and comply with all its obligations set forth in this Contract Agreement.

7.3 Monitoring Mechanism by the Authority

The Contractor is to co-operate in the monitoring mechanism by the Authority as he is expected to perform several tasks shown in the RFP and the payment is to be made for providing the services on the basis per tonne of inert handled each day. For ensuring fairness to both sides a monitoring mechanism is devised as under to keep a day to day record and ensure that Contractor is performing his duties as per the Contract Agreement and paid accordingly.

The following Monitoring Mechanism is therefore be adopted by the Authority besides the internal monitoring to be done by the Contractor, he shall extend full support to the Authority in this regard.

a. Recording of weight of inert Transported:

Commissioner may designate one person on a monthly rotation basis to monitor and record the Transportation of inert at the weigh bridge constructed by the Contractor or authorized Weigh Bridge on a day to day basis. The weigh bridge in-charge shall issue receipt in triplicate in the Performa designed by Authority. One copy shall be retained by weigh bridge in-charge, and other two copies shall be given to the driver of the vehicle with a direction to hand over one copy to the person in charge of Sanitary landfill Facility and keep third copy duly signed by supervisor at Sanitary landfill Facility with him to be given to the Contractor.

Weightment figures will be compiled on a daily basis both by weigh bridge in-charge and person in-charge of Sanitary landfill Facility separately and reported to Engineer in-charge as may be designated by the Authority on day to day basis in the prescribed Performa.

7.3.1 Weekly review Meetings

- a. Weekly review meeting will be conducted by the Commissioner/Addl. or Deputy Commissioner in-charge of SWM with the Contractor or his authorized representative and concerned sanitation officials. He will review the complaints received and their timely disposal and deficiencies noticed during field visits during the week and take stock of situation and give suitable directions for improving performance of the Contractor, if found deficient. Minutes of meeting shall be recorded and shared with the Contractor or his representative and his acknowledgement shall be obtained. Penalty due, if any, shall be communicated to the Contractor.
- b. The Authority shall monitor the performance of the Contractor in terms of the Contract Agreement and ensure the proper records are maintained for the work done and being done on a day to day basis so that the Contractor's performance is objectively assessed for payment and penalties. This will be done to avoid undue harassment to the Contractor while making monthly payments or showing leniency in levy of penalty for performance.

8 Article 9 – VGF Fee**8.1 Payment of VGF Fee****Payment of VGF Fee**

Subject to the provisions of this Contract Agreement and in consideration of the Contractor accepting the Contract and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Contract Agreement, the Authority agrees and undertakes to pay VGF @ INR 04.00 Cr. fix to the Contractor as per this Article.

8.2 The Revenue Share/Tipping Fee shall be payable for the first month of the operation commencing from the Commercial Operation Date per MT of total inert quantity received at SLF, rates shall be quoted by the Bidder in Financial Proposal. Mechanism of Payment

- a. The Contractor shall raise his first bill/invoice only after One (1) month from the date of commencing the contractual obligations as per the prescribed time frame mentioned in the RFP document..
- b. The Engineer In Charge shall verify the bills within Five days. Delay beyond Five days shall be suitably explained.
- c. The verified Bills would be forwarded to the Authority by Engineer In Charge/Designated officer for processing the payment.
- d. Taxes as applicable will be deducted from the running bills of the Contractor.
- e. The other conditions for payment will be governed as per GF & AR and other Rules on the subject.
- f. In case the Contractor decides to stop the work midway or withdraws from the work without any proper prior Notice or if this Contract Agreement is terminated for Contractor Event of Default, the Performance Security amount shall be forfeited and the contractor shall have no claim on the same. Further the Authority reserves the right to make alternative arrangements until such time a new agency takes over. The cost incurred on the same shall have to be borne by the Contractor. The Contractor shall ensure timely payments to his workforce and meet all the contractual commitments in terms of payments, insurance, safety of its workforce.
- g. Income Tax as per statutory provision shall be borne by the Contractor. The Authority shall deduct all statutory taxes like Income Tax, etc. from monthly payments being made to the Contractor Corporate Tax/any tax assessed on the income of the Contractor shall be the responsibility and payable by the Contractor.
- h. All statutory payments to the workforce should be done immediately upon becoming due. The proof of payments made and any statutory deductions from the wages of the workforce shall be submitted within one week of making payments. The payment to the work force shall be ensured through bank account. The bank account details shall be communicated to the Authority.

8.3 Liquidated Damages on non Disposal of Inert Waste

- a. **Liquidated Damages of Rs 500 per MT shall be imposed for every MT or part thereof on non disposal of inert at landfill site.**
- b. The Liquidated Damages shall be computed taking average performance of the Contractor for the Landfill Facility operations for the respective calendar month.

Note: The Contractor shall be asked to explain before imposition of Liquidated Damages and the decision of the COMMISSIONER or his authorized representative shall be final in respect of imposition of Liquidated Damages.

8.4 Other penalties

The Contractor shall carry out all the activities in conformity with the provisions of the ITB and this Contract Agreement and shall adhere to the time frame shown in the ITB and the Contract Agreement. The period of first 15 days from the start of the work shall be treated as period of acquaintance and no Liquidated Damages will be imposed. The Liquidated Damages under this Contract Agreement shall be imposed by Authority or by their authorized representatives as follows:-

| S. No | Activity | Unit of Measurement | Liquidated Damages to be imposed |
|-------|--|---|---|
| 1 | Non performance of the O & M obligation of the Sanitary landfill Facility as per norms | Per day of Sanitary landfill Facility non-operational | Rs 1000/- per day of default |
| 2 | Non redressal of complaint within 48 hours of its receipt | Per complaint not attended | Rs 100/- per complaint per day |
| 3 | Non submission of fortnightly statement on labor employed as per clause 3.1 | Each default | Maximum Rs 200/- per default & Rs 50/- per week for continuing default. |
| 4 | Non observance of labor regulations as per clause 3.1 | Per each default | Rs 100/- per default per day. |

9 Article 10 – Force Majeure

9.1 Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby (“**Affected Party**”), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:

- a. earthquake, flood, pandemic, inundation, landslide, fire, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions caused by reasons not attributable to the Contractor or any of the employees, contractors or agents of the Contractor;
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c. any judgment or order of a court of competent jurisdiction or statutory Authority in India made against the Contractor in any proceedings which is non-collusive and duly prosecuted by the Contractor;
- d. acts of terrorism, war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war;
- e. strikes, labor disruptions, any other industrial disturbances or public unrest not arising on account of the acts or omissions of the Contractor;
- f. action of a Government Agency having Material Adverse Effect, including but not limited to;
 - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project/Project Facility or any part thereof or of the Contractor’s rights in relation to the Project;
 - ii. any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Contractor’s or the Contractor’s breach or failure in complying with the Construction Requirements, O&M Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Contractor is bound.
- g. Early termination of this Contract Agreement by the Authority for reasons of national Emergency or national security.

9.2 Notice of Force Majeure Event

- a. As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Engineer In Charge as the case may be and the other Party of the same setting out, inter alia, the following in reasonable detail:
 - i. the nature and extent of the Force Majeure Event;
 - ii. the estimated Force Majeure period;
 - iii. the nature of and the extent to which, performance of any of its obligations under this Contract Agreement is affected by the Force Majeure Event;

- iv. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - v. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Contract Agreement.
- b. As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding Sub-article(a), the Parties shall along with the Engineer In Charge as the case may be, meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facilities in order to:
- i. assess the impact of the underlying Force Majeure Event,
 - ii. to determine the likely duration of Force Majeure period and,
 - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- c. The Affected Party shall during the Force Majeure period provide to the other Party and the Engineer In Charge regular (not less than weekly) reports concerning the matters set out in the preceding Sub-article (b) as also any information, details or document, which the other Party may reasonably require.

9.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Contract Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required by the preceding Article 10.2 (a);
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Contract Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Contract Agreement, it shall give to the other Party and the Engineer In Charge as the case may be, a written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Contract Agreement;
- f. Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

For the avoidance of doubt, it is clarified that in the event of the occurrence of a Force Majeure event, the Contractor may be given an extension in the Contract Period for the time equal to the period for which such Force Majeure event affected the operations to be performed by the Contractor under this Contract Agreement.

9.4 Termination due to Force Majeure Event

a. Termination

- i. If a Force Majeure Event, excluding events described under Articles 10.1(f), and 10.1 (g), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 60 (sixty) days, the Parties may mutually decide to terminate this Contract Agreement or continue this Contract Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 60 (sixty) days, be entitled to terminate this Contract Agreement.
- ii. Notwithstanding anything inconsistent contained in this Contract Agreement, if a Force Majeure Event is an event described under Articles 10.1(f) and the same subsists for a period exceeding 180 (one hundred and eighty) days, then either Party shall be entitled to terminate this Contract Agreement.
- iii. Provided that the Authority may at its sole discretion have the option to terminate this Contract Agreement any time after the occurrence of any event described under Articles 10.1(f).

b. Termination Notice

- i. If either Party, having become entitled to do so, decides to terminate this Contract Agreement pursuant to the preceding sub-article (a), it shall issue Termination Notice setting out:
- ii. in sufficient detail the underlying Force Majeure Event;

- iii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- iv. the estimated Termination Payment including the details of computation thereof; and
- v. Any other relevant information.

c. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- i. The Termination Payment, if any, payable by the Authority in accordance with the following sub-article (d) is paid to the Contractor on the Termination Date; and
- ii. The Project Facilities and Sanitary landfill Site is handed over to the Authority by the Contractor on the Termination Date free from any Encumbrance.

d. Termination Payment

Upon Termination of this Contract Agreement due to a Force Majeure Event, Termination Payment shall be made to the Contractor by the Authority in accordance with the following:

- i. If Termination is due to a Force Majeure Event, described under Articles 10.1 (a) to (c), Termination Payment payable to the Contractor shall be equal to 70% of the Book Value less Insurance Cover.
- ii. If Termination is due to the occurrence of any event described under Articles 10.1(d), or 10.1(e), Authority shall make a Termination Payment to the Contractor of an amount equal to 100% of the Book Value less Insurance Cover.
- iii. If Termination is due to the occurrence of the event described under Article 10.1 (f) or 10.1 (g), the Authority shall make a Termination Payment to the Contractor of an amount that would be payable under Article 11.2(f) as if it were Authority Event of Default.

Provided that, the Authority shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Authority from the Contractor as on the Termination Date.

Provided that, no Termination Payment shall be payable to the Contractor if the Contractor fails to maintain Insurance Cover in accordance with Article 6.14 of this Contract Agreement.

9.5 Liability for other Losses, Damages etc.

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

10 Article 11 - Events of default and Termination

10.1 Events of Default

Event of Default means either Contractor Event of Default or Authority Event of Default or both as the context may admit or require.

a. Contractor Event of Default

Any of the following events shall constitute an Event of Default by the Contractor (“**Contractor Event of Default**”) unless such event has occurred as a result of one or more reasons set out in Article 6.33:

- i. The Contractor fails to submit the Development Plan/Drawings beyond 45 (forty five) days of the specified time;
- ii. The Contractor fails to comply with the Development Plan/ Drawings having a Material Adverse Effect on the Project;
- iii. The Contractor has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Engineer In Charge, is likely to delay achievement of COD beyond 6 months of the Scheduled Completion Date or has actually resulted in the Contractor not achieving COD within 6 months of the Scheduled Completion Date;
- iv. At any time during the Operations Period, the Contractor fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same or has failed to take any effective steps to remedy the same within 45 (forty five) days of receipt of notice from the Authority/Engineer In Charge;
- v. The Contractor has failed to prepare and submit reports referred to in Annexures and in accordance with this Contract Agreement and such failure continues for a period of more than 60 (sixty) days after written intimation by the Authority;
- vi. The Contractor has failed to ensure minimum shareholding requirements specified in Article 6.22.
- vii. The Contractor is in Breach of any of the terms and conditions under this Contract Agreement and the same has not been remedied for more than 30 (thirty) days of its occurrence;
- viii. Any representation made or warranty given by the Contractor under this Contract Agreement is found to be false or misleading;
- ix. A resolution for voluntary winding up has been passed by the shareholders of the Contractor;

- x. Any petition for winding up of the Contractor has been admitted and liquidator or provisional liquidator has been appointed or the Contractor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Authority, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Contractor under this Contract Agreements;
- xi. The Contractor has abandoned the Project or the Project Facilities or Sanitary landfill Facility
- xii. The Contractor has unlawfully repudiated this Contract Agreement has otherwise expressed an intention not to be bound by this Contract Agreement;
- xiii. The Contractor has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 45 (forty five) days;

b. Authority Event of Default

Any of the following events shall constitute an Event of Default by the Authority ("Authority Event of Default"), unless caused by a Contractor Event of Default or a Force Majeure Event:

- i. The Authority has failed to make any payments due to the Contractor and more than 180 (one hundred and eighty) days have elapsed since such Default;
- ii. The Authority has failed to provide possession of Sanitary landfill Site or failed to provide access to Project Facilities within 90 (ninety) days from the date of receipt of notice from the Contractor in that regard;
- iii. The Authority is in Material Breach of any of its obligations under this Contract Agreement and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Contractor;
- iv.
- v. The Authority has unlawfully repudiated this Contract Agreement or otherwise expressed its intention not to be bound by this Contract Agreement;
- vi. The Authority has unreasonably withheld or delayed grant of any approval or permission which the Contractor is obliged to seek under this Contract Agreement, and thereby caused Material Adverse Effect; and
- vii. Any representation made or warranties given by the Authority under this Contract Agreement has been found to be false or misleading.

10.2 Termination due to Event of Default

a. Termination for Contractor Event of Default

- i. Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Contract Agreement, upon the occurrence of a Contractor Event of Default, the Authority may terminate this Contract Agreement in the manner as set out under Article 11.2(a)(ii) and Article 11.2(a)(iii).
- ii. If the Authority decides to terminate this Contract Agreement pursuant to preceding Sub-article (i), it shall in the first instance issue Preliminary Notice to the Contractor. Within 30 (thirty) days of receipt of the Preliminary Notice, the Contractor shall submit to the Authority in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non-submission of the Contractor's Proposal to Rectify within the said period of 30 (thirty) days, the Authority shall be entitled to terminate this Contract Agreement by issuing Termination Notice, and to appropriate the Performance Security.
- iii. If the Contractor's Proposal to Rectify is submitted within the period stipulated therefore, the Contractor shall have further period of 30 (thirty) days to remedy/cure the underlying Event of Default. If, however the Contractor fails to remedy/cure the underlying Event of Default within such further period allowed, Authority shall be entitled to terminate this Contract Agreement, by issue of Termination Notice and to appropriate the Performance Security.

b. Termination for Authority Event of Default

- i. Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Contract Agreement, upon the occurrence of Authority Event of Default, the Contractor shall be entitled to terminate this Contract Agreement by issuing Termination Notice.
- ii. If the Contractor decides to terminate this Contract Agreement pursuant to preceding Sub-article (i) it shall in the first instance issue Preliminary Notice to Authority. Within 30 days of receipt of Preliminary Notice, Authority shall forward to the Contractor its proposal to remedy/ cure the underlying Event of Default (the "Authority Proposal to Rectify"). In case of non submission of Authority Proposal to rectify within the period stipulated therefore, Contractor shall be entitled to terminate this Contract Agreement by issuing Termination Notice.
- iii. If Authority Proposal to Rectify is forwarded to the Contractor within the period stipulated therefore, Authority shall have further period of 30 days to remedy/cure the underlying Event of Default. If,

however Authority fails to remedy/cure the underlying Event of Default within such further period allowed, the Contractor shall be entitled to terminate this Contract Agreement by issuing Termination Notice.

c. Termination Notice

If a Party having become entitled to do so decides to terminate this Contract Agreement pursuant to the preceding sub-article (a) or (b), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 180 days from the date of Termination Notice;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. Any other relevant information.

d. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- i. Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities,
- ii. The termination payment, if any, payable by the Authority in accordance with the following Sub-article (f) is paid to the Contractor on the Termination Date and
- iii. The Project Facilities are handed over to the Authority by the Contractor on the Termination Date free from any Encumbrance along with any payment that may be due by the Contractor to the Authority.

e. Withdrawal of Termination Notice

- i. Notwithstanding anything inconsistent contained in this Contract Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.
- ii. Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

f. Termination Payments

- i. Upon termination of this contract agreement on account of Authority event of default, the Authority shall release the performance security, if subsisting, and the Authority shall pay to the contractor, by way of termination payment an amount equal to 100% of book value as per rules. Provided that no termination payment shall be due or payable to the contractor occurring up to 2 months from the Commercial Operational Date (CoD) or before the COD and on account of the Authority event of default relating to non- achievement of COD.
- ii. Upon Termination of this Contract Agreement on account of Contractor Event of Default, the Authority shall pay to the Contractor, by way of Termination Payment, an amount equal to 70% of Book Value(the cost of the fixed assets incurred and financed by the Contractor for the Project, net of accumulated depreciation computed on written down value method in accordance with the rates specified in the Companies Act, 1956 and as determined by an independent firm of chartered accountants mutually agreed upon and appointed by the Parties. For avoidance of doubt, it is clarified that the Book Value shall not include cost of fixed assets funded by Capital Grant given by ULB and the Existing Assets)
- iii. For the avoidance of doubt, the contractor hereby acknowledges that no termination payment shall be due or payable on account of a contractor event of default occurring up to 2 months from the COD. Further, the Authority shall forfeit the performance security on account of a contractor event of default, or any other remedy available to the authority under laws.

10.3 Rights of the Authority on Termination

- a. Upon Termination of this Contract Agreement for any reason whatsoever, the Authority shall upon making the Termination Payment, if any; to the Contractor have the power and Authority to:
 - i. enter upon and take possession and control of the Project Facilities and Sanitary landfill forthwith;
 - ii. prohibit the Contractor and any Person claiming through or under the Contractor from entering upon/ dealing with the Project Facilities and Sanitary landfill Facility
- b. Notwithstanding anything contained in this Contract Agreement, the Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or reemployment on any ground, in relation to any person in the employment of or engaged by the Contractor in connection with the Project, and the hand back of the Project Facilities and

Sanitary landfill Facility by the Contractor to the Authority shall be free from any such obligation. It is clarified that only the Project Facilities and Sanitary landfill Facility of the Contractor shall be taken over and not the liabilities.

10.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Contract Agreement, Termination pursuant to any of the provisions of this Contract Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Contract Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

10.5 Suspension of Work

The Engineer In Charge/COMMISSIONER may for the reasons mentioned below, suspend the progress of the works or any part thereof for such time and in such manner as the COMMISSIONER may consider necessary. The Contractor shall on receiving of such order in writing, stop the work so as not to cause any damage or injury to the work already done or endanger the safety thereof:

- a. Default on the part of the Contractor or;
- b. Improper execution of the works or part thereof for reasons other than the default of the Contractor; or
- c. Lack of safety of the works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instruction given in that behalf by the COMMISSIONER.

10.6 Action in case Work not done as per specifications

- a. All works under or in course of execution or executed in pursuance of this Contract Agreement shall at all times be open and accessible to the inspection and supervision of the Engineer In Charge/COMMISSIONER, his authorized representative and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. If it shall appear to the COMMISSIONER or his authorized subordinates that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are of a inferior quality or otherwise not in accordance with this Contract Agreement, the Contractor shall, on demand in writing within one month from completion of work and/a complain received whichever is later from the COMMISSIONER specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified earlier, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost.
- b. In the event of his failing to do so within a period specified by the COMMISSIONER in his demand aforesaid, the Contractor provided under this Agreement shall be liable for termination.

10.7 Remedies and Powers

Forfeiture: If the Contractor

- a. becomes bankrupt or,
- b. have a receiving order made against him or,
- c. presents his petition on bankruptcy or,
- d. makes arrangement with or assignment in favor of his creditors or,
- e. agrees to carry out the contract under a committee of inspection of his creditors or,
- f. goes in to liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or,
- g. assigns the contract to other party without the consent in writing of the CEO/COMMISSIONER or,
- h. abandons the contract or,
- i. without reasonable excuse fails to commence the works or,
- j. suspends the progress of the works for 28 days after receiving from the Authority written notice to proceed, or,
- k. is not executing the works in accordance with the contract or is persistently neglecting to carry out his obligations under the contract, or, Sub-let any part of the contract without express written permission of the Authority. The Authority, may after giving 14 days notice in writing to the Contractor enter upon the site and the works and expel the Contractor there from without thereby avoiding the contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the right and powers conferred on the COMMISSIONER and may itself complete the works or may employ any other Contractor to complete the works.

- l. fails to fulfill any of its obligations under this Contract Agreement

10.8 Exit from the contractual obligation

- a. Both the parties to the contract shall be bound to perform and discharge the contractual obligation as per the terms and conditions of the contract.
- b. Incase either party desires to exit from the contract it shall be bound to give a notice of such intent prior to three months.
- c. The notice period shall be reckoned from the date of receipt/ acknowledgement of the notice by either party.
- d. The COMMISSIONER may require the Contractor to continue with the arrangements at the accepted rates but such period shall not be more than six months from the date of notice. In the event of non performance by the Contractor for such period, the activities shall be arranged by COMMISSIONER at the cost and expenses of the Contractor.
- e. The COMMISSIONER shall take over all the sites/ plants including civil works once the Contractor exits. The cost of such civil works shall be decided by the COMMISSIONER and the Contractor with the help of experts in case of any ambiguity the matter shall be decided within the frame work of this Contract Agreement.
- f. The expansion of the City area and the change in the policy frame work of the state shall not be accepted as valid ground for the exit from contract.
- g. In case the COMMISSIONER sustains financial losses on account of the exit by the Contractor. Such losses shall be recoverable from the Contractor.
- h. The recovery of losses shall be from the Performance Security of the Contractor. In the event of shortfall of Performance Security the balance amount shall be recovered as outstanding government revenue.

11 Article 12– Hand back Requirements

11.1 Ownership

Without prejudice and subject to the Contract, the ownership of land shall remain with the MCKS at all times. However, the first charge on the project assets (excluding VGF amount **as grant-in-aid component from SBM**) shall remain with the Contractor till conclusion of the agreement period.

11.2 Contractor's Obligations

1. Project Facilities

- i. The Contractor shall on the date of expiry of the Contract Period, hand back vacant and peaceful possession of the Transportation vehicles & equipment, Sanitary landfill Facility and Project Facilities including any tools, spares, inventory, vehicles, machinery and all other movables required for its functioning to the respective Authority free of cost and in good operable condition. In case of any dispute between the authorities in apportioning the vehicles, equipment, asserts etc. the matter shall be decided by Director of Local Bodies on receiving the request from any of the authorities. The decision of DLB shall be final. However, the stock of derived products recovered after Processing the MSW till the date of expiry of the Contract Period including recyclables, compost, RDF etc. as on the expiry of the Contract Period shall be the property of the Contractor and the Contractor shall be at liberty to dispose of the said stocks in accordance with Applicable Laws. However, the arrangements for storage of such stocks till its Disposal could be decided reasonably on mutual understanding between the Authority and the Contractor.
- ii. At least 3 (three) months before the expected expiry of the Contract Period a joint inspection of the Sanitary landfill Facility and Project Facilities shall be undertaken by the Authority, Engineer In Charge and the Contractor. the Authority/Engineer In Charge shall, within 15 (fifteen) days of such inspection prepare and furnish to the Contractor a list of minor and petty works/jobs ("Hand-back Requirements"), if any, to be carried out so as to conform to the Construction Requirements and O&M Requirements. The Contractor shall promptly undertake and complete such works/jobs at least one month prior to the expected expiry of the Contract Period and ensure that the said Sanitary landfill Facility and Project Facilities continue to meet such requirements until the same are handed back to the Authority.
- iii. The Authority/Engineer In Charge shall, within 15 (fifteen) days of the joint inspection undertaken under preceding sub-article prepare and furnish to the Contractor a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to the Authority along with the said Sanitary landfill Facility and Project Facilities.

11.3 Authority's Obligations

In the event that the Contractor has not complied with its obligations with reference to Hand-back Requirements and/or O&M Requirements, the Authority shall, deduct amounts from the Performance Security in proportion to the activities/tasks outlined herein below:

- a. Carrying out works/jobs listed under Article 12.2, which have not been carried out by the Contractor.
- b. Purchase of items, which have not been handed back to the Authority in terms of Article 12.2, and
- c. Any outstanding dues, which may have accrued in respect of the Project during the Contract Period, duly discharged and released to the Contractor, the Performance Security or balance therein after deductions in respect (a) & (b) above, as the case may be, upon issuance of certificate by the Engineer In Charge regarding compliance by the Contractor with the Hand-back Requirements, shall be paid.

12 Article 13

12.1 Entire Agreement

This Contract Agreement, Annexures and the Schedules together constitute a complete and exclusive statement of the terms of this Contract Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Proposal, as the case may be, shall be deemed to form part of this Contract Agreement and treated as such.

12.1.1 Removal of difficulty

If any difficulty arises in giving effect to this agreement /lease deed, the decision of Principal Secretary, Urban Development Department & Local Self Government will be final and binding on both the parties.

12.2 Amendments, Modifications or Alterations

No amendments, modifications or alterations of or any additions to the terms and conditions of this Contract Agreement shall be valid unless the same be in writing and agreed to by the Parties.

12.3 Notices

Unless otherwise stated, notices to be given under this Contract Agreement including but not limited to a notice of waiver of any term, breach of any term of this Contract Agreement and Termination of this Contract Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses.

12.4 Severability

If for any reason whatsoever any provision of this Contract Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to Dispute Resolution under this Contract Agreement or otherwise.

12.5 No Partnership

Nothing contained in this Contract Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

12.6 Third Parties

This Contract Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and nothing in this Contract Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Contract Agreement.

12.7 Successors and Assigns

This Contract Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.8 Language

All notices required to be given under this Contract Agreement and all communications, documentation and proceedings which are in any way relevant to this Contract Agreement shall be in writing and in English language.

12.9 Exclusion of Implied Warranties etc

This Contract Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

12.10 Waiver of Sovereign Immunity

Each Party hereto unconditionally and irrevocably:

- a. Agrees that the execution, delivery and performance by it of this Contract Agreement and all other agreements, contracts, documents and writings relating to this Contract Agreement constitute private and commercial acts and not public or governmental acts;
- b. Consents generally in respect of the enforcement of any judgment against it in any proceedings, in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings

including without limitation the making, enforcement or execution against or in respect of any property irrespective of its use.

12.11 Independent Engineer

MCKS will depute IE in consultation of Concessionaire for close monitoring of the project as per rule.

Role of the Independent Engineer

The Independent Engineer ("IE") is expected to play a positive and independent role in discharging its functions, there by facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the Project Engineer is to:

- a. Independently review, monitor and where required by the Agreement, to assist Project Incharge in approval of Design and Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and O & M Requirements and Good Industry Practices.
- b. Report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- c. Assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- d. Review matters related to safety and environment management measures adopted by the Concessionaire for the Project.

Scope of Services

The services to be provided by the Independent Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

Implementation Period-Design and Planning

- a. Ensure that all design work fully complies with all Applicable Laws and, in particular, SWM Rules governing the requirements of Municipal Solid Waste processing.
- b. Review all the drawings submitted by the Concessionaire and ensure conformity of the same with the Construction Requirements.
- c. Review of the following submitted by the Concessionaire:
 - i. Quality Assurance Plan;
 - ii. Review of design, drawing, cost estimates being submitted by concessionaire Implementation Plan; O & M Plan– Implementation Period.

12.12 Performance Security

Replace GCC Clause 4.3.1 (i to v) with the following:

Performance Security amounting to total 3% of contract value cost shall be submitted / deducted as follows:

- (i) Contractor shall submit Performance Security @ 3% in advance at the time of signing of agreement in form of BG as per latest rules under RTTP act. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond the total project period (one year of construction + 20 years of Operation) Bank Guarantee submitted against the performance guarantee, shall be unconditional and en-cashable/invoke able at Jaipur when presented in specified Branch Office.

Additional Performance bank Guarantee should be submitted

12.13 Cost of water & electricity

Power and water connection of required capacity and payment towards the uses of power and water during construction & Commissioning, trial run and Operation & Maintenance shall be borne by contractor

12.14 VGF Amount

A fix VGF @ INR 4.00 Cr. for construction and establishment of Sanitary landfill with above mentioned scope of work at Shambhupura Facility would be paid by MCKS.

12.15 Disbursement schedule of VGF

The payment of the VGF amount will be as disbursed as per below:

- a) **First instalment - 5% of the VGF**, after submission of invoices/ bills /proof of expenditure of equivalent amount, submission of sanitary landfill drawing & designs, levelling of ground site for the sanitary landfill,

submission of proof for the confirmation of work orders, as well as payment made to vendor, if any, for the main machineries of sanitary landfill.

- b) **Second instalment -- 25% of the VGF** – after submission of bills/ invoices/ proof of expenditure of first instalment and 50% civil work completion of sanitary landfill.
- c) **Third instalment -- 40% of the VGF** – after submission of bills/invoices/proof of expenditure of second instalment and 100% civil work, supply of all machineries and vehicles construction of sanitary landfill.
- d) **Fourth instalment -- 10% of the VGF** – after submission of bills/invoices/proof of expenditure of Third instalment and completion of all work as per scope of work.
- e) **Final instalment - - 10% of the VGF** – after submission of bills/invoices/ proof of expenditure of Fourth instalment and completion of two months of operation and maintenance period of sanitary landfill.
- f) **Final instalment - - 10% of the VGF** – after completion of one years of operation and maintenance period of sanitary landfill.

Project Incharge will be final authority for the assessment of completion of works for the grant of VGF installments.

The concessioner will submit estimate of civil works for the sanitary landfill as per RUIDP BSR 2022, or if items not available in BSR, then as per market rates. The estimate should be submitted within fifteen days of approval of layout plan of sanitary landfill. The progress of the civil works will be calculated as per this estimate, for grant of VGF amount.

12.16 Payment terms during Operation & maintenance

- 1 The rates quoted as revenue share in the schedule shall be all taxes inclusive for the work for the O & M of sanitary landfill. The rates quoted as revenue share will be deemed to include for all the Contractor's liabilities and obligations and all risks set forth or implied in the document and all Works including setting out, diesel, vehicles, labour, supervisor, materials, erection, operation & maintenance, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied in the Contract. Revenue share will be made by bidder to MCKS for such processing facility on monthly basis.
- 2 The ownership of the sanitary landfill will be of MCKS and concessionaire has to hand over such facility in good and running conditions to MCKS at the completion of the contract.
- 3 Concessionaire has to transfer the subsequent grant-in-aid component to MCKS, if any, and as and when available from other sources, such as Central Government etc. during the contract period for their respective waste processing facilities.
- 4 Financial bid will be evaluated for the highest offer of revenue sharing to MCKS in attached BoQ on line submitted on www.eproc.rajasthan.gov.in

The work shall be executed under agreement between MCKS and Concessionaire.

Section VI C : Contract Forms

Contents

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

1. Letter of Acceptance**Letter of Acceptance***[on letterhead paper of the Procuring Entity]*

No.

Dated

To: *[name and address of the Contractor]*Subject: *[Notification of Award for the Works]*

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

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

Authorized Signature:

Name and Title of Signatory:

Designation:

2. Contract Agreement

Contract Agreement

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

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

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Letter of Acceptance;
 - b) the Bid of the Contractor as accepted alongwith the correspondence done on it, if any;
 - c) the Special Conditions of Contract/ Contract Data;
 - d) the General Conditions of Contract;
 - e) the Specifications;
 - f) the Drawings;
 - g) the Instructions to Bidders;
 - h) Notice Inviting Bids.
 - i) _____
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and, if applicable, maintain the Works for a period of -----) in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (and, if applicable, maintain the Works for a period of -----), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government the day, month and year first mentioned herein before.

Signed by

Signed by.....

Name, Designation, Date

Name, Address, Date

for and on behalf of the Governor/ Procuring Entity

for and on behalf the Contractor

in the presence of

in the presence of

Witness 1

Witness 1

Witness 2

Witness 2

Signature, Date, Name, Address,

Signature, Date, Name, Address,

3. Performance Security**Performance Security**

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

Beneficiary: *[Name and Address of Procuring Entity]*

Date:.....

Performance Guarantee No.:.....

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

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

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

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

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

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

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

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

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

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

4. Performance Security Declaration**Form of Performance Security Declaration**Date: _____ *[insert date (as day, month and year)]*Contract Name and No.: _____ *[insert name and number of Contract]*To: _____ *[insert Designation and complete address of Procuring Entity]*

We, the undersigned, declare that:

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

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

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

Signed: _____

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

In the capacity of: _____

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

Name: _____

[insert complete name of person signing the Declaration]

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

*[insert complete name and address of the Bidder]*Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal _____

5. Advance Payment Security**Advance Payment Security*****Bank's Name, and Address of Issuing Branch or Office*****Beneficiary:** *[Name and Address of Procuring Entity]***Date:**.....**Advance Payment Guarantee No.:**.....

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

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]* (. *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* (. *[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[Contractor's account number]* at *[name and address of the Bank]*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that entire amount of the advance payment has been repaid or on *[the Intended Completion Date of the Works]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

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

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