



Government of Rajasthan
Office of Project Director

Rajasthan Urban Infrastructure Development Project
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Sub: Design & Construction Management System: Circular –10.
Ref: Guide lines for preparation of Bid document for National Competitive Bidding (NCB) Turnkey contracts for the works to be taken up under RUSDIP.

During review of Bid Documents for Turnkey contracts under NCB, it is observed that experts prepare documents in different styles interpreting various clauses in their own way. In order to have uniformity in preparation of Bid documents for NCB Turnkey works the concerned IPIU in-charge should thoroughly examine the bid documents to its correctness in all respect and incorporate the desired details in the bid document. Following guide lines are issued for reference and strict compliance.

1. General

- (a) Consultants are expected to use approved Standard Bid Document (SBD) for NCB turnkey contracts. The same is available at: *Mainframe\PMU\Second Phase-RUSDIP \Important Documents\Standard Bidding Document\Turnkey & will be available on the website www.ruidp.gov.in.*
- (b) Name of work - Should be exactly that published in Invitation for Bids.
- (c) The Colour of the Cover pages of the various documents is specifically defined as under and should be followed:-
 - Volume-I (Technical) : Blue
 - Volume-II (Price) : Pink
 - Design report : Green
 - Concept report/ plan : Yellow
- (d) Contents Page- Page Nos. and Signatures of concerned authority should be placed properly. Each page of the bid document should be signed by concerned Expert & TL/ DTL of DSC, TL of IPMC, concerned JEn/ AEn & EE of IPIU. All the page nos. should be totaled at the end for each photocopy of the bid document, with signatures of DSC & IPIU Officials.
- (e) Invitation for Bids (IFB) - IFB issued by PMU duly signed by the Project Director shall be put under this section.
- (f) **Section 1 – Instruction to Bidder, Section 5 – Eligible Countries, Section-7 – General Condition of Contract and in section-9 - Sample Form of Acceptance, Agreement and Performance Security, etc. shall remain absolutely unchanged. These sections need not to be touched for any modifications.**

2. Section -2 – Bidding data

The specific data mentioned in this section-2 for the works to be procured shall complement, amend, or supplement the provisions in Instructions to Bidders – Section-1. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders. Following Clauses need to be filled in while preparing Bidding data

- (a) Clause 1.1 (Name of the Works) - Name of Works (As per IFB) and brief description of works shall be given.

- (b) Clause 7.4 (Pre – Bid Meeting) - Date of Pre–bid Meeting to be filled as per Invitation for Bids. Insert whether site visit is to be organized or not.
- (c) Clause 18.1 - Bidders shall quote for “Technical bidding forms” and “Price bidding forms” as per section 4.
- (d) Clause 20.1 (Bid Validity) - Period - The Bids shall remain valid for a period of 180 (one hundred and Eighty) days after the last date of submission of the bid.
- (e) Clause 21.1 (Bid Security) - Amount of bid security to be given and date of validity to be mentioned & shall remain valid for a period of 28 (twenty eight) days beyond the validity of the bid, or beyond any period of extension if requested under ITB 20.2.
- (f) Clause 22.2 (Sealing and Marking of Bids) - Name and Package No. of contract and Time of bid opening should be mentioned.
- (g) Clause 24.1 (Dead line for submission of Bids) - Date and Time for the same shall be mentioned.
- (h) Clause 27.1 (Bid opening) -Date, Time & Location for bid opening should be mentioned as given in IFB
- (i) Clause 46.1 (Performance Security) –Insert name of the town in the blank space.

3. Section-3 - Evaluation and Qualification Criteria

Following Clauses need to be filled in while preparing Bidding document

- (a) Clause 1.1:- Technical evaluation- The Bids will be evaluated on Pass or Fail basis- The parameters regarding time schedule, technical proposal for O & M, achievement of specified performance criteria, any deviations to the commercial and contractual provisions to the bidding document and Functional guarantees of the facilities will be listed on case to case basis in each package.
- (b) Clause 2.2: Financial Criteria: - Calculate the average annual construction turnover, working capital, and net worth and round them off in lacs and fill them in place of the formulas in the table.
- (c) Clause 2.3: Experience Criteria: Calculate the value of the work and round them off in lacs or mention similar capacity in case of built-up plants like Water /Sewerage Pumping Station (WTP/ STP). Fill the calculated amount/ capacity in place of the formulas in the para.
- (d) Clause 2.5: Personnel- Insert minimum requirement for the position of the required personnel.
- (e) Clause 2.6: Equipment- Insert minimum requirement for the type and characteristics of the equipments required.
- (f) Clause 2.7: Sub-contractors- If specific quality of Sub-contractor is required for special type of project it should be mentioned.

4. Section-4A – Technical Bidding Forms

- (a) Insert the name of the contract and Contract Package No. in the letter of Bid.
- (b) Fill the amount of bid security for the contract package and name of contract package same as in IFB in the Bid Security Form
- (c) Update the years in the Form FIN-1 & 1A: Financial Situation Forms.
- (d) Form of Work Plan: mention the contract period and accordingly modify the Table and insert the important physical parameters as per the Indicative Work Plan required to be achieved by the contractor.
- (e) Form of Technical Proposal & Form of Operating Cost- Power Loading as per the requirements. These are to be used mainly for the Water/Sewage Pumping Stations (WTP/ STP). If not applicable delete both the forms.

- (f) Modify the name of Contract Package and insert the Information's in the Form Annex-1: Sample Form of Letter of Assured Line of Credit.

5. Section -6- Employer's Requirements -

Following information need to be mentioned while preparing Bidding data

- (a) Scope of supply of Plant and Services- Give the scope of work in detail mentioning areas of interventions, work places, salient features of site conditions, proposed work details, sequencing of execution modalities, handing over of site, shifting of utilities, etc. Provide details of Topographical surveys and Geotechnical surveys, if any, Water sampling analysis in case of WTP, Raw sewage parameters in case of STPs. Give the desired work plan. Fill the Indicative Work Plan table, Site Handing over Schedule and Detailed construction drawings.
- (b) The Technical and special Specifications pertaining to that particular Contract package shall be enclosed in details -
- Interface with other Contract packages.
 - Drawing/ Design submission/ approval schedule.
 - Field testing of facilities.
 - O & M of facilities defining RUSDIP/Line agency responsibilities.
 - Provision of Triplicate Agreement for O & M of facilities between Contractor, RUSDIP and the Line Agency e.g. PHED/ PWD/ UTIs/ Municipal Boards/ ULBs etc.
 - Contractor's responsibility.
 - If make of any equipment/machinery is mentioned then word "or equivalent" should also be given.
- (c) Drawings- List of drawings (mentioning Tender Purpose only) shall be enclosed
- (d) Supplementary Information: Any other additional information associated with the package, if required, should be provided.

6. Section -8 - Special Conditions of Contract (SCC)

Following Clauses need to be filled in while preparing Bidding data

- (a) Clause 1: Communications- Fill in the Office address of PIU concerned
- (b) Clause 8.3: Time for Completion: Time of Completion of the whole of the facilities required should be defined in Individual package.
- (c) Clause 9.9: Safety, Security and Protection of the Environment - Proper directions for the Safety, Security and Protection of the Environment should be elaborated if required.
- (d) Clause 9.10 & 9.11: Provision for site office for Supervisory Staff & Project Manager and Field Laboratory should be provided as per requirement.
- (e) Clause 9.12: Inspection Material: - Provide the list of category of inspection / tests.
- (f) Clause 13.1:- Amount of Performance Security be in the form of B.G. encashable at [Insert name of Project city/ Jaipur]...which is 10% of the contract price for the facility.
- (g) Clause 27.10: The list of critical components covered under the extended defect liability should be mentioned as per the specific contract package
- (h) Clause 46: The Clause 46 (ii) is to be modified as per following:-
"(ii) a 5% of the actual price paid (or due to be paid) to cover all other costs, charges and profit."

7. Section-9 - Contract Forms

- (a) Appendix 2: Adjustment Formula: Fill the exact percentage of labour/ material (excluding materials to be supplied by the department)/steel/ cement/bitumen/diesel and petrol component and labour component for

the work, after getting approved by the authority while sanctioning the detailed Estimates

- (b) Appendix 3: Amount of work insurance, to be mentioned for Cargo, All risks, Third party insurance, Automobile liability insurance, Workers compensation etc.
- (c) Appendix 5: List of Major items of Plant and Services should be given as per specific package.
- (d) Appendix 6: If there is any supply by the employer regarding personnel, facilities, works and supplies will be provided by the Employer, they should be mentioned.
- (e) Appendix 7: List of documents for program of performance required from the contractor for approval & review should be mentioned in accordance to the requirements of GCC clause 18.2 and 20.3.1.
- (f) Appendix 8: The Functional Guarantees required for each specific package along with limitation of Liability should be mentioned for each package.

8. Section-4B : Preamble to Schedule of Prices

The Quantities for all the items shall be covered in this section. The Preamble to BOQ is to be changed with the Annexure-1 and this Preamble to BOQ should be thoroughly read and necessary changes should be made in accordance to the work requirement.

9. From the above it may be noted that sections 2, 3, 4-A, 5, 6, 8, 9 & 4-B should be carefully prepared whereas section 1, 7 & forms in 9 are standard. Also, any other changes made in the bid document, should specifically be mentioned in the covering letter of DSC's and PIU's.

10. Quality check of Bid document

EE, IPIU & TL/DTL, DSC should constitute a quality control cell of 2 to 3 persons who should read the bid document thoroughly from cover to cover before submitting to IPMU/IPMC.

This circular should be abided by all the members of IPMU, IPIU, IPMC and DSC.


(Karni Singh Rathore)
Project Director

Dated: 11 03.2008

F3 (106) (32)/RUSDIP/PMU/CMS/2007/ 19572-613

Copy to following for information and necessary action:

1. Addl. PD -I & II/ FA/ Dy. PD (T)/ Dy. PD (Adm.)/ SE (WS & WW)/ SE(R&B)/ SE (Mon) / PO (all)/ Sr. AO / All APOs / AAO/ PA to PD PMU, RUIDP, Jaipur.
2. SE PIU, Ajmer, Bikaner, Kota, Jaipur, Jodhpur and Udaipur.
3. Executive Engineer/APO's, IPIU, RUSDIP (Concerned), Alwar, Baran-Chhabra, Barmer, Bharatpur, Bundi, Chittorgarh, Churu, Dhaulpur, Jaisalmer, Jhalawar-Jhalrapatan, Karauli, Nagaur, Rajsamand, Sawai Madhopur and Sikar
4. Team Leader PMC/ Team Leader CTA Consultant, RUSDIP.
5. Team Leader, DSC-I, Bharatpur, DSC-II, Nagaur, DSC-III, Jhalawar, RUSDIP.
6. ACP, PMU, RUIDP, Jaipur to send by e-mail and put up the standard bidding documents on the website.

Dy. Project Director (T)

Preamble to the Price Schedules

- 1) The Section 4B, Price Proposal, is comprised of three parts - Form of Price Proposal (Letter of Bid), Schedule of Payments and Price Schedules including preamble to Price Schedules. All three portions of this volume should be carefully read and thoroughly understood in the context of all the various conditions of Contract before the Bid Schedules are filled in by the Bidder. Section 6, Employer's Requirements, describes the scope of the works that are to be taken up under the Contract, and the items listed in the Schedule of Prices conform to these Works.
- 2) Attention of the bidders is drawn to the requirements set out in Sub-Clause 18.1 of Section 1, Instructions to Bidders, and to the "Completeness of Offer" requirements of Section 6, Employer's Requirements, which stipulate that the costs quoted in the Price Proposal shall include all costs for the entire facilities on a "single point responsibility" basis such that the total bid price covers all the Contractor's obligations in respect of the surveys & investigations, designs, manufacture, including procurement and subcontracting (if any), delivery, construction, safety, installation, testing & commissioning and completion of the facilities, as well as operation and maintenance of the facilities for the specified period, all in consonance with the general philosophy delineated in the Employer's Requirements. The rates quoted by the Bidder shall cover all work described in, or to be implied from, the descriptions provided in Section 6.
- 3) **Bid Prices:** Bidders are requested to quote prices against every item described in the Price Schedules provided in this Volume- 4B. In the event that any part of the Schedule has not been filled out, the cost of doing the work described in that part will be deemed to have been included in other parts, and that the total bid price covers all the Contractor's obligations.

All works essential to arrive to the goal are part of the contract. The specifications and the price schedules endeavor to cover all the essential features of the Contract. However, if any items are missing and are not specifically mentioned in the schedule or specifications, but which are required to be carried out for satisfactory completion of the item as per good engineering practice, shall be deemed to form a part of the scope of the relevant item. The tendered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

The Bidder shall be deemed to have included in his bid prices; provisions for all things necessary for completing the item in accordance with the specifications and terms of the biddings documents including but not limited to; layout, sundry and miscellaneous works required to complete the item/work, site clearance, maintenance, provisions and removal of all temporary works of whatsoever nature required for construction including temporary accesses, diverting water, pumping, dewatering, etc., site restoration and cleanup upon completion, As-Built drawings and liaison with the State Electricity Board and other Government/ Regulatory bodies for obtaining clearances/ approval, and co-ordination among various Government/ Regulatory bodies.

The rates quoted in the schedule shall be the all inclusive value for the work described and be deemed to include for all the Contractor's liabilities and obligations and all risks set forth or implied in the document and all matters and things necessary for the proper construction, of the Works including

surveying, setting out, plant, labour, supervisor, materials, erection, maintenance, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied in the Contract. The Charge for any obligation of the Contractor for which apparently no corresponding item is given in the schedule of prices shall be deemed to be included in the Contract Rates and Prices entered against the billed items.

- 4) In view of the site location and their prevailing condition, it is mandatory to the Contractor to visit the site and make himself thoroughly familiar with the site conditions, access and account for all possible difficulties and other requirements mentioned elsewhere in his bid prior to submission. The Bidder shall be deemed to be fully conversant with and to have made full allowance in his bid for the site conditions, access to the Site, diversion of flow & dewatering, availability of sites for his constructional plant and equipment, the nature and complexity of the work to be undertaken, the other extensive development and construction work currently being or which may be executed on and around the Site and all changes in the nature and condition of the Site from that existing at the time of bid and no claim for additional compensation shall be entertained on this account. The successful bidder will be required to provide suitable access to the work sites and arrange for manufacturing facilities, materials storage sites, etc., within the quoted prices.
- 5) The quantities provided in the Price Schedules represent the Employer's "best estimates" of the scope of the work required to be taken up, and will be used for bid evaluation purposes. Nevertheless, quantities that are provided for item rate work may be subject to change during execution of the Contract, and payment will be made for the work actually executed at the quoted rates. No variation in rates will be considered, irrespective of whether the estimated quantities increase or decrease during implementation.
- 6) In order to facilitate progressive payments, the Lump Sum items may be split into further sub-heads during execution, with appropriate prices assigned to each of the sub-heads so that their total equals the agreed price. The successful bidder will have to make the proposal during or before the initial stage of starting the relevant work, and the cost breakdown will be applicable after approval of the Employer's Representative i.e. Project Manager.
- 7) Additional scope of work related for its proper functioning shall not vitiate the Contract. The Contractor shall be bound to execute the work of the additional scope of work as directed by the Project Manager.
- 8) In case any discrepancy is found between the quoted prices and the amounts, the prices will be considered as correct. In case any discrepancy is found between figures and words quoted for prices, then the prices quoted in words will be taken as correct. The prices column should be filled in figures and words legibly while the amount column should be filled in figures legibly.
- 9) Prices for all items of works shall be inclusive of all lead and lifts unless otherwise specified.
- 10) The Contractor has to set up a field laboratory for quality control of his works and a site office as per details given in the particular conditions of Contract and will maintain them properly. The Contractor shall carry out all field tests, inspection of materials at site, tests for leakage and commissioning, required for quality assurance and quantity control for successful completion/commissioning of the plants/ works, for which no extra payment will be made.

- 11) All works such as obtaining necessary permissions, supply connections, etc. relating to establishing of electric supply, water supply from the related agencies to all the units constructed under this contract are required to be carried out by the Contractor.
- 12) **Specifications:** All works shall be carried out strictly as per BIS (with latest revision) and standard specifications (amended from time to time) and if not specified, the works shall be carried out as per the directions of the Project Manager.

The schedules do not generally give a full description of the plant and equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the bidding documents and reviewed the drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices.

General directions and descriptions of scope of work and materials given in the Specification or shown on the Drawings are not necessarily repeated in the schedule of prices and reference is to be made to the Specification and the Drawings for this information.

In the schedule of prices "Specification", "Clause" and "Table" refer to the Technical Specifications. These specifications shall be treated as integral part of the schedule of prices, "Drawings" refer to the Contract Drawings as described in the conditions of Contract and elsewhere in the Tender Documents.

The make and specifications of the electrical/mechanical/ instrumentation machinery/ equipments has to be approved by the Project Manager prior to the supply of the machinery/ equipments. Best makes are required to be ensured for incorporation in the work.

- 13) **Measurement of works:** The method of measurement of completed works for payment shall generally be in accordance with the relevant Indian Standard Specifications. IS: 1200 -1979 for Method of Measurement of Building and Civil Engineering Works (Part I to XVI) and standard Engineering practice. It is to be understood that the measured work is to be taken net (not withstanding any system or practice to the contrary) according to the actual quantities wherein finished according to the Drawings or as may be ordered from time to time by the Project Manager and the cost calculated at the respective prices, without any additional charges for any necessary or contingent works connected therewith. The rates quoted are for works in-situ and complete in every respect. Unless the schedule of prices specially indicates to the Contrary, the constructional plant and temporary works will not be measured. Unless otherwise stated, all items are measured net and no allowance will be made for wastage, working space, bulking or shrinkage, overlaps and the like.
- 14) **Dismantling/Demolishing/Disposal:** Any salvage material recovered from demolition shall be the property of the contractor. The cost for the demolishing/Dismantling work shall be quoted accordingly. Disposal of surplus earth/salvage material will be done at any suitable place with all lead as directed by the Project Manager in consultation with the contractor.
- 15) **Steel Reinforcement:** The steel should be procured from the original billet manufacturer and rates of steel should be considered accordingly. For the important structures like Bridges, Water retaining structures, Sewage treatment plants, etc., the steel shall be from the original billet manufacturer.

In other types of structures, if the contractor is not able to supply from the original billet manufacturer, then the firm can supply material from the manufacturers drawing steel from the billets after approval and ensuring by the Project Manger that the firm is supplying the TMT bars from the billets for which a deduction of Rs. 2/- per kg will be made from the concerned item.

- 16) **Safety:** The safety requirements stipulated in the IS Codes and the contract agreement should be fully complied with, before and during execution of any component of the work. The following IS Codes should be referred for safety during construction - IS 3764 : 1992 Excavation work – Code of Safety; IS 4081 : 1986 Blasting and Related Drilling Operations; IS 7969 : 1975 Handling and Storage of Building Materials and IS 7293 : 1974 Working with Construction Machinery.

Suitable barricading shall be erected along the periphery of the site immediately after the award of work and maintain it during execution of the work till handing over the site to the Client. The barricading should be sufficiently strong to prevent falling of any material outside the working space, besides protection to the site personnel and labour working at the site.

It should be ensured that the barricading has been carried out properly; all safety measures have to be carried out by the contractor in accordance to the requirements for safe execution of the work; display boards for diversion, warning, work in progress, schedule of completion of activity in the area are displayed at required places; proper lighting arrangement at work sites are made during night for convenience & safety of the public; tight fitting clothes or uniforms, helmets, hand gloves, protective footwear and eye goggles for workers at site and other adequate safety measures are properly attended at the site.

- 17) **Diversion of Flow and dewatering:** The contractor shall make all necessary arrangements for diversion of flow and dewatering required during execution of work. If water is met within the excavation, due to springs, seepage, rain or other causes, it shall be removed by suitable diversion, pumping or bailing out and the excavation is kept dry whenever so required or directed by the Project Manger. Care shall be taken to discharge the drained water into suitable outlet as not to cause damage to the works, crops or any other property. Due to any negligence on the part of the Contractor, if any such damage is caused, it shall be the sole responsibility of the Contractor to repair/restore to the original condition at his own cost or compensate for the damage. Sumps made for dewatering must be kept clear of the excavation / trenches required for further work. Method of pumping shall be approved by Project Manger, but in any case, the pumping arrangement shall be such that there shall be no movement of subsoil or; blowing in due to differential head of water during pumping. Pumping arrangements shall be adequate to ensure no delays in construction. All excavations shall be kept free of water. Grading in the vicinity of excavations shall be controlled to prevent surface water running into excavated areas.

- 18) **Provisional Sum:** Some works are likely to be got executed by other agencies required for completion of the work like- Overhead and underground (if any) Electricity lines belonging to VVNL-Vidyut Vitran Nigam Limited; telephone cables belonging to BSNL or other agency; Water supply lines belonging to PHED; road crossings of PWD or any other agency; Railway crossings, Third Party Inspection Charges etc..

All utility shifting and protective work shall be carried out only with the approval of the Project Manger as per specification and under the strict

supervision of the concerned Department/ agency. For this purpose, the Contractor shall be in constant touch with the agencies. The serviceable material recovered while shifting of utilities as ascertained by the Project Manger, shall be deposited at designated store yards or as directed by the Project Manger.

The necessary amounts may be required to be deposited to these agencies from the Provisional Sum in the contract. The contractor has to pay such expenses including any supervision charges by these agencies as per their norms after the approval of the Project Manager of RUSDIP. Such amounts will be reimbursed with the actual amount deposited from the Provisional Sum and a handling fee of 5% (Five percent) of provisional sum (Paid) shall be payable to the Contractor on the actual cost of any approved expenditures under as Provisional Sum items.

19) Unless stated otherwise, all the prices entered in the Price schedules shall be deemed to include the following.

- (a) Labour and all costs in connection with the execution and maintenance of the work.
- (b) The supply of the materials, goods, storage and all costs in connection therewith including wastage, shrinkage and delivery to site.
- (c) Plant, Equipment and all costs in connection therewith.
- (d) Sampling and testing materials and goods, testing workmanship, providing, storing, packing and transporting samples to and from the place of testing.
- (e) Fixing, erecting, installing or placing of materials and goods in position.
- (f) Excavating in wet soil including necessary dewatering.
- (g) Disposal of surplus and unsuitable materials and goods and excavated material, at a suitable location.
- (h) All Temporary works.
- (i) Construction and maintenance of temporary access roads within the site and of any roads required for access to any part of the site for the purpose of carrying out the works, taking into account t that the access roads under the contractor's maintenance control will also be used by the Employer and his staff's vehicles.
- (j) Construction, maintenance and removal, if required, of temporary site drainage on the site, and for ensuring that all drains are kept clears of debris and blockage at all items.
- (k) All general obligations, liabilities and risks involved in the execution and maintenance of the work set forth or reasonably implied in the document on which the Bid is based.
- (l) Establishment charge, overheads and profits.
- (m) Co-operating with other contractors.
- (n) The prices for transportation included in any of the items in the Price schedules for all labour and equipment required for unpacking, loading, conveying, unloading, storing and multiple handling of all and every items to be transported.