



Government of Rajasthan
Office of Project Director

Rajasthan Urban Infrastructure Development Project

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Executive Engineer/AEn's, IPIU, RUSDIP (Concerned),
Alwar, Baran-Chhabra, Barmer, Bharatpur, Bundi, Chittorgarh, Churu,
Dhaulpur, Jaisalmer, Jhalawar-Jhalarapatan, Karauli, Nagaur, Rajsamand,
Sawai Madhopur, Sikar

Sub: Modification in Standard Bidding Document for National Competitive Bidding for Item-rate works for Rajasthan Urban Sector Development Investment Program RUSDIP (RUIDP Phase-II)

The Standard Bidding Document for National Competitive Bidding for Item-rate works for Rajasthan Urban Sector Development Investment Program RUSDIP (RUIDP Phase-II) was approved by ADB & Empowered Committee of RUIDP. Circular-6 & Circular-7 regarding the Guidelines for preparation of Bid document and for the execution period for the completion of packages respectively have been issued.

The Clause 44.2 of Section-8 is modified and an additional clause 93 in Section-8 is to be added as per the Annexure-1. Also an amount ranging to Rs 5 Lacs to Rs 10 Lacs is to be assigned in the provisional Sum in Price Proposals for IEC and other activities related to Health & Safety specified in Clause 93.5-d in Section-8 of PCC.

You are requested to modify the document as stated above.

Yours sincerely,

Sd/-
(Karni Singh Rathore)
Project Director

I- In Section -8 Clause 44.2- Replace the Adjustment Formula upto the 'General Conditions for admissibility of Escalation' as per following

44.2 Adjustment Formula:

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

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

(A) Labour:

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

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

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

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

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

P_L Percentage of labour components.

Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be capable except the price exaction permissible under this clause.

(B) Material (excluding material supplied by the department).

$$V_M = 0.75 \times P_M / 100 \times R (L_{M1} - L_{M0}) / L_{M0}$$

V_M Increase or decrease in the cost during the quarter under consideration due to change in rates of material.

R	The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
L _{M0}	The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)
L _{MI}	The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)
P _M	Percentage of material component (excluding materials supplied by the Department).
(C)	Steel (excluding material supplied by the department). $V_s = 0.75 \times P_s / 100 \times R (L_{s1} - L_{s0}) / L_{s0}$
V _s	Increase or decrease in the cost during the quarter under consideration due to change in rates of Steel.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.
L _{s0}	The average wholesale price index (Iron & Steel) for the quarter in which tenders were opened (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)”
L _{sl}	The average wholesale price index (Iron & Steel) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)”
P _s	Percentage of steel component (excluding materials supplied by the Department).
(D)	Cement (excluding material supplied by the department). $V_c = 0.75 \times P_c / 100 \times R (L_{c1} - L_{c0}) / L_{c0}$
V _c	Increase or decrease in the cost during the quarter under consideration due to change in rates of Cement.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.
“L _{c0}	The average wholesale price index (Cement) for the quarter in which tenders were opened (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area)”

L _{cl}	The average wholesale price index (Cement) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Minister of Industries, for the area
P _c	Percentage of Cement component (excluding materials supplied by the Department).
(E)	Bitumen:
	$V_b = 0.75 \times P_b / 100 \times R (B_1 - B_0) / B_0$
V _b	Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rate for bitumen.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
B ₀	The average whole-sale price index for bitumen on the day of opening the tenders , as published by the Economic Adviser to Govt. of India, Ministry of Industry.
B ₁	The average wholesale price index for bitumen for the quarter under consideration as published weekly by the Economic Adviser to Government of India, Ministry of Industry.
P _b	Percentage of bitumen component excluding bitumen supplied by the Department (Specific in the sanction estimate of the work).
(F)	Petroleum:
	$V_f = 0.75 \times P_f / 100 \times R (F_1 - F_0) / F_0$
V _f	Increase or decrease in the cost of work during the quarter under consideration due to change if the rates for fuel and lubricants.
R	The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
F ₀	The average wholesale price Index of High Speed Diesel Oil (HSD OIL) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender.
F ₁	The average wholesale price Index of High Speed Diesel Oil (HSD OIL) for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry.
P _f	Percentage of fuel and lubricants excluding fuel and lubricants supplied by the department (Specified in the sanctioned estimate for the work).
R	Total work done during the quarter as prescribed under this clause.

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component & Opening of tenders is the date of technical bid opening.

II- Add the following Clause 93 in Section-8: Particular Conditions of Contract

93 Labor

93.1 Engagement of Staff and Labor

- a) Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.
- b) The contractor shall pay equal wages for men and women for work of equal value or type.
- c) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.
- d) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.
- e) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

93.2 Persons in the Service of Employer

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

93.3 Labor Laws

- (a) The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
- (b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
- (c) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due

regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

93.4 Rates of Wages and Conditions of Labor

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

93.5 Working Hours

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

93.6 Facilities for Staff and Labor

- (a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.
- (b) The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

93.7 Health and Safety

- (a) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable

arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

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

The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose

93.8 Funeral Arrangements

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

93.9 Records of Contractor's Personnel

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

93.10 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

93.11 Supply of Water

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

93.12 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

93.13 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

93.14 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

93.15 Prohibition of All Forms of Forced or Compulsory Labor

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

93.16 Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "child" means a child below the statutory minimum age of 14 years.