

# Municipal Corporation Kota North



## **Bid Documents For**

**Providing Solid Waste Collection and Transportation services including collection from door to door and open spots from 70 wards of Municipal Corporation Kota North along with IT integration for 3 years**

**Single Stage - Two Envelopes  
(Two Parts) Bid**

**Estimated Cost: Rs. 4980 Lakhs**

**NIT No.-----/-----/-----**

**2023-24**



**Commissioner  
Municipal Corporation Kota North  
Government of Rajasthan**



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**Section I: Instructions to Bidders**

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## Section I: Instructions to Bidders

### Instructions to Bidders

**Important Instruction:-** The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 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 Request for Proposal, 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 Documents 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 Documents: The term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt if the context so requires, singular means plural and vice versa; and "Day" means calendar day.
1.3	Code of Integrity	1.3.1	Any person participating in the procurement process shall, i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii. not indulge in any collusion, bid rigging or anti-competitive behaviour 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	<b>Conflict of Interest:</b> 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. 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: i. have controlling partners/ share holders in common; or

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			<ul style="list-style-type: none"> <li>ii. receive or have received any director in direct subsidy from any of them ;or</li> <li>iii. have the same legal representative for purposes of this Bid, or</li> <li>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</li> <li>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</li> <li>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</li> <li>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.</li> </ul>
		1.3.3	The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
		1.3.4	Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
1.4	Eligible Bidders	1.4.1	<p>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Request for Proposals, 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	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]. 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

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		proposed Sub-Contractors or suppliers for any part of the Contract including related services.
	1.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Request for Proposal.
	1.4.4	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.
	1.4.5	The Bidder must be a registered firm/consortium/Special Purpose Vehicle (SPV). He shall furnish necessary proof for the same.
	1.4.6	(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. (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. (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 stakeholder must agree to abide by all terms and conditions of the Contract.
	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	Bidder who is registered under the <b>GST/Tax Act prevalent in the India shall bid. Registration should be got in State of Rajasthan before award of contract. The GST Registration Number should be quoted</b> and a GST/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.
	1.4.11	Bidder should be registered under, (Employee Provident Fund) EPF and (Employee State Insurance) ESI, and also provide 6 month challan prior to due date of the this bid submission as well as provided applicable labour act registration in Rajasthan after 1 month of Contract agreement otherwise Bid is liable to be rejected.

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## 2. Contents of Bidding Documents

1.1	Sections of the Bidding Documents	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 2.1 [Amendment of Bid Documents]</p> <p><b>Part I: Bidding Procedures</b>                  Section I: Instructions to Bidders (ITB)                  Section II: Bid Data Sheet (BDS)                  Section III: Evaluation and Qualification Criteria                  Section IV: Bidding Forms</p> <p><b>Part II: Requirements</b>                  Section V: Procuring Entity's Requirements</p> <p><b>Part III: Contract</b>                  Section VI: General Conditions of Contract (GCC)                  Section VII: Contract Forms</p>
		2.1.2	<p>The Invitation for Bid (IFB) issued by the Procuring Entity is also part of the Bidding Documents.</p>
		2.1.3	<p>The Bidding Document shall be uploaded on the e-procurement portal, <a href="http://eproc.rajasthan.gov.in">eproc.rajasthan.gov.in</a> along with the Notice inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal, <a href="http://sppp.rajasthan.gov.in">sppp.rajasthan.gov.in</a>. The prospective Bidders may download the Bidding Document from these portals. The price of the Bidding Document and processing fee of e-bid shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal.</p>
		2.1.4	<p>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.</p>
		2.1.5	<p>The Bidder is expected to examine all instructions, forms, terms and specifications in the Request for Proposal. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.</p>
2.2	Clarification of Bidding Document and Pre-Bid Conference	2.2.1	<p>The Bidder shall be deemed to have carefully examined the conditions, Procurement Entity requirement 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 of Bid Documents, 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. 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 Request for Proposal] through an addendum which shall form part of the Bidding Documents.</p>
		2.2.2	<p>At any time prior to the deadline for submission of the Bids, the Procuring Entity, Suo motto, may also amend in the Bidding Documents, if required, by issuing an addenda which will form part of the Bidding Documents.</p>

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2.3	Amendment of Bidding Documents	2.3.1	Any addendum issued shall be part of the Bidding Documents 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.
<b>3. Preparation of Bids</b>			
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 conductor outcome of the bidding process.
		3.1.2	<p>The Bidder shall furnish the scanned attested copies of following documents with its Bid:</p> <p>(i) Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm.</p> <p>(ii) GST/ Tax registration certificate and GST/Tax clearance certificate from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) given by the Income Tax Department.</p> <p>(iii) Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship.</p> <p>(iv) Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and 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.</p> <p>(v) Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture, Consortium or Association.</p>
3.2	Language of Bid	3.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
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 Request for Proposal, processing fee and Bid Security.

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		3.3.2	<p>The Technical Bid/ Proposal shall contain the following</p> <p>(i) Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms];</p> <p>(ii.) proof of payment of price of Bid Documents, processing fee &amp; submission of Bid Security/ Bid Securing Declaration, in accordance with ITB Clause 3.1.</p> <p>(iii.) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11</p> <p>(iv.) documentary evidence in accordance with ITB Clause 3.7. establishing the Bidder's eligibility to bid;</p> <p>(v.) documentary evidence in accordance with ITB Clause 3.8. establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</p> <p>(vi.) Drawings/ designs in support of the Works to be executed;</p> <p>(vii.) the Notice Inviting Bids</p> <p>(viii.) any other document required in the BDS; and</p> <p>(ix.) Others considered necessary to strengthen the Bid submitted.</p>
		3.3.3	<p>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.</p>
3.4	Bid Submission Sheets and Price Schedules	3.4.1	<p>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.</p>
		3.4.2	<p>The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms].</p>
3.5	Bid Prices	3.5.1	<p>In case of items rates Contracts, the bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities</p>
		3.5.2	<p>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.</p>
		3.5.3	<p>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 submitted by the Bidder.</p>

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3.6	Currencies of Bid	3.6.1	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, 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 60 days from the opening of financial bid. Period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		3.9.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.10 [Bid Security] shall also be got extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid.
3.10	Bid Security	3.10.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount equal to 2% of the project cost/ 0.5% for Msme registered in Rajasthan.
		3.10.2	The bidder must submit original copy of banker's cheque or demand draft at the office of the Commissioner, Municipal Corporation, Kota North.
		3.10.3	The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format, or deposited through eGRAS/ net banking, if permitted.
		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].

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	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.
	3.10.9	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
	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].
	10.11	The Bidder shall be debarred in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3.1 [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].
	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.

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	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.
	3.10.9	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
	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].
	10.11	The Bidder shall be debarred in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3.1 [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].
	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.

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		10.13	The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely- 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.
		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 shall enter in to an Agreement to form a legally constituted JV after the issue of Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted.
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.
<b>4. Submission and Opening of Bids</b>			
4.1	Sealing and Marking of Bids	4.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.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 proof of payment of price of Bid Documents, processing fee and submission of Bid Securing declaration shall be enclosed in third cover. The price of Bidding Document shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL.
4.2	Deadline for Submission of Bids	4.2.1	Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof.
4.3	Withdrawal, Substitution and Modification of Bids	4.3.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal, duly digitally signed by the Bidder or his authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 3.11.[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].

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	4.4.2	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 1.9 (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 authorized representatives, who choose to be present.
	4.4.2	The Bids opening committee may co-opt experienced persons as 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	Bid opening Place: Office of Municipal Corporation Kota North
	4.4.7	All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded: <ul style="list-style-type: none"> <li>i. the name of the Bidder;</li> <li>ii. whether there is a modification or substitution;</li> <li>iii. whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed;</li> <li>iv. Any other details as the Bids opening committee may consider appropriate.</li> </ul> <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	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 Request for Proposal, processing fee and Bid Securing Declaration.	
4.4.9	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 Request for Proposal, processing fee and Bid Securing Declaration. The Bidders or	

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			their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
		4.4.10	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.
		4.4.11	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 Request for Proposal.
		4.4.12	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.
		4.4.13	All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded- i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. any other details as the Bids opening committee may consider appropriate. After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialled 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.
<b>5. Evaluation and Comparison of Bids</b>			
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.

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		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may 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 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing.
		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, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing. <b>Note:</b> No submission of the documents shall be permitted after the deadline of the bid submission.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
5.3	Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions apply: i. "Deviation" is a departure from the requirements specified in the Bid Documents; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
5.4	Nonmaterial Nonconformities 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.

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5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	<p>Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:</p> <p>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;</p> <p>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</p> <p>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.</p>
		5.5.2	<p>If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.</p>
5.6	Preliminary Examination of Technical or Financial Bids	5.6.1	<p>The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.</p>
		5.6.2	<p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :</p> <p>iv. Bid is signed, as per the requirements listed in the Request for Proposals;</p> <p>v. Bid has been sealed as per instructions provided in the Request for Proposals;</p> <p>vi. Bid is valid for the period, specified in the Request for Proposals;</p> <p>vii. Bid is accompanied by Bid Security or Bid securing declaration;</p> <p>viii. Bid is unconditional and the Bidder has agreed to give the required performance Security;</p> <p>ix. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules];</p> <p>x. written confirmation of authorisation to commit the Bidder;</p> <p>xi. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and</p> <p>xii. Other conditions, as specified in the Bidding Document are fulfilled.</p>
5.7	Responsiveness of Technical or Financial Bids	5.7.1	<p>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].</p>
		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 Request for Proposal. A material deviation, reservation, or omission is one that:</p>

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			<p>(a) if accepted, would-</p> <p>4 affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or</p> <p>5 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> <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.
		5.7.4	If a Technical or Financial Bid is not substantially responsive to the Request for Proposal, 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 Bid Documents have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V [Procuring Entity's Requirements] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Request for Proposal] have been met without any material deviation or reservation.
5.9	valuation 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"> <li>i. The Bid Price quoted in the Financial Bid;</li> <li>ii. Price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors];</li> <li>iii. Adjustment of bid prices due to rectification of nonmaterial</li> </ul>

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			nonconformities or omissions in accordance with ITB Sub Clause 5.4.[Nonmaterial Nonconformities in Bids], if applicable.
		5.10.4	If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.
5.11	Comparison of Bids	5.11.1	The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10[Evaluation of Financial Bids].
5.12	Negotiations	5.12.1	To the extent possible, no negotiations shall be conducted after the pre- bid stage. All clarifications needed to be sought shall be sought in the pre- bid
		5.12.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. When the rates quoted vary considerably and considered much higher than the prevailing market rates.
		5.12.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		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.

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5.13	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.13.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.
<b>6. Award of Contract</b>			
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 Request for Proposal.
		6.1.2	Order for additional quantity of an item of the Works up to 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price.
6.2	Acceptance of the successful Bid and award of contract	6.2.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.2.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications.
		6.2.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in 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 Request for Proposal.
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 2.5 percent, or as specified in the BDS, of the amount of the bid amount. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS
		6.4.3	Performance Security shall be furnished in one of the following forms as applicable- (a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or (b) 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 (c) 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 (d) 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. (e) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from his each running and final bill @ 2.5% of the amount of the bill.
		6.4.4	Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and/

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			or maintenance and defect liability 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 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> <ul style="list-style-type: none"> <li>i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or</li> <li>ii. when the Bidder fails to commence the Works as per Work order within the time specified; or</li> <li>iii. when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or</li> <li>iv. when any terms and conditions of the contract is breached; or</li> <li>v. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or</li> <li>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Request for Proposal.</li> <li>vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</li> </ul>
<b>7. Redresses of Grievances during Procurement Process (Appeals)</b>			
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.

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## Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

### (1) Filing an appeal

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days 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.

### (2) Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

### (3) Form of Appeal.

- (a) An appeal 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 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.

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FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No .....of .....

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):

- 1.
- 2.
- 3.

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

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**Section II: Bid Data Sheet**

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## Section II: Bid Data Sheet

The Following specific data for the works shall complement, amend or supplement the provisions in instruction to bidders-section I whenever there is a conflict, the provisions herein shall prevail over those in the instruction to bidder (ITB)

### Instruction to Bidders clause reference

#### A. Introduction

ITB. 1.1.1	The Number of the Invitation for Bids (NIB) is: ----/-----/----- The Procuring Entity is : Commissioner Municipal Corporation Kota North  Name of the works: - Providing Solid Waste Collection and Transportation services including collection from door to door and open spots from 70 wards of Municipal Corporation Kota North along with IT integration for 3 years
ITB.1	
ITB. 1.3.1	<b>he type of Contract is:-</b> Item rate basis
ITB. 1.4.1	Joint ventures are permitted Comprising not more than two (2) including lead member. The share under JV of lead member should be 51% at the minimum and that of other firm should 26% at minimum
ITB 1.5.1	<b>Bidder of any Nationality</b> is permissible.
ITB 1.6.1	The bidder / both partners of JV must be a Firm (Proprietorship/partnership) / private Ltd. company Limited Company/Govt. undertaking company.  All the members of Joint venture must be in the business of solid waste management and amongst the two members must have continuous experience of 5 years in solid waste management related services. Documentary evidence needs to be enclosed (Work order & Experience certificate)
ITB 1.7.1	The bidding process is open to bidders who fulfil the prescribed eligibility criteria in Section II in the documents
ITB 1.8.1	Each bidder shall upload on-line / submit only one bid for one work. A bidder who submit participates in more than one bid for the particular work will be disqualified

## B. Bidding Documents

ITB 2.1.1	This is an "on-line tender" Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay its price (Rs 7,500/-) prior in favour of Commissioner Municipal Corporation Kota North while submitting the filled up Bidding document to the Procuring Entity along with the processing fee of Rs 2,500/-
ITB 2.2.1	<p>The bidder should submit, by date &amp; time specified in bid documents, in original, hard copies of</p> <ol style="list-style-type: none"><li>(1) Earnest money @ 2%/0.5% (in case of MSME) of the project cost.</li><li>(2) Cost of bid documents as Rs 7,500/-</li><li>(3) Bid Processing fee of RS 2,500/-</li></ol> <p>Payment of earnest money, cost of bid document and processing fees shall only be paid online through <a href="http://www.kotamc.org">www.kotamc.org</a>. Proof of payment of the above fees shall be attached with the technical bid uploaded by the bidder non enclosing of the same will lead to the bid being invalid.</p> <ol style="list-style-type: none"><li>(4) Letter of Technical Bid</li><li>(5) Power of Attorney</li><li>(6) Joint Venture Agreement</li></ol> <p>The bidder should upload scanned copies of these documents on e-procurement website along with their technical bids</p>
ITB 2.3.1	Tender regarding information can be received from the Environment and SWM cell, office of Municipal Corporation Kota North at working hours
ITB 2.4.1	A pre - Bid Conference will take place at the chamber of Commissioner , Municipal Corporation Kota North
ITB 2.5.1	The bidder is requested, to submit question in writing to reach the procuring Entity at e-mail or in hard copy form on the day of pre bid meeting.
ITB 2.6.1	Any addendum issued shall be part of the bidding documents and shall be uploaded on the state public procurement <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> and the state e-procurement portal <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
ITB 2.7.1	To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids , the procuring entity may , at its discretion , extend the deadline for the submission of the bids, pursuant to ITB sub clause 4.2(deadline for submission of bids), under due intimation to the bidder by uploading it on the state public procurement portal and its e-procurement portal

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### C. Preparation of Bids

ITB 3.1.1	The language of the bid shall be English
ITB 3.2.1	The on-line Bid shall comprise of two parts submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.
ITB 3.3.1	The Bidder shall submit the forms, declarations and documents, as specified in section IV of the bid Documents with the Technical Bid.
ITB 3.4.1	The Bidder shall upload the following documents with its Financial Bid: (1) Financial Proposal Submission Sheet (2) Preamble to BOQ (3) And other details, as deemed necessary by the bidder
ITB 3.5.1	The prices quoted by the bidder shall be fixed and including all taxes
ITB 3.6.1	Price escalation not permitted.
ITB 3.7.1	All variations in taxes and duties shall be borne by the bidder.
ITB 3.8.1	The Bid validity period shall be 120 days from deadline for submission of bids.
ITB 3.9.1	Bid securing Declaration as per RPPP Rules, 2013.
ITB 3.10.1	Only Digital signed or authority signatory copy of Bid documents shall be submitted through e-procurement website.
ITB 3.11.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney

### D. Submission and Opening of Bids

ITB 4.1.1	<p>For bid submission purposes only, the Procuring Entity's address is : Municipal Corporation Kota North Bidders shall submit their Bids electronically only.</p> <p>The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the Bid. The Bidder shall be responsible for documents accuracy and correctness as per the version uploaded by the Employer and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall follow the following instructions for online submission: Bidder who wants to participate in bidding will have to procure digital certificate as per IT Act 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on above mentioned website after digitally signing the same.</p> <p>1. Earnest money 2/0.5% as applicable ,Cost of bid document is Rs7.500/- the Processing fee Rs. 2,500/- should be deposited shall only be paid online through <a href="http://www.kotamc.org">www.kotamc.org</a>. Proof of payment of the above fees shall be attached with the technical bid uploaded by the bidder non enclosing of the same will lead to the bid being invalid.</p> <p>The Employer will not be responsible for any mistake occurred at the time of uploading of bid or thereafter. If holiday is declared on submission &amp; opening date of tender the scheduled activity will take place on next working day.</p>
ITB 4.2.1	Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal : <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
ITB 4.3.1	The Deadline for electronic Bid submission with supporting document whatever required as per bid documents is <b>Date: 00.00.2021</b>

	Time: 16:00 Hrs
ITB 4.5.1	The on-line Bid opening shall take place at: <b>Municipal Corporation Kota North</b> Date: 00.00.2021 Time: 16:00 Hrs The tendering process shall be conducted on-line. DD tender fee, processing fee and bid securing declaration shall be submitted physically up to deadline described in tender documents
ITB 4.6.1	The Employer will open the Financial proposal as per e-tendering procedure.

#### E. Award of Contract

ITB 5.1.1	The bidder quoting the least cost to municipal Corporation would be selected for the assignment
ITB 5.2.1	KMCN will intimate the award of contract to the successful bidder by issuing letter of Intent (LOI)
ITB 5.3.1	Concession Agreement is to be signed within 15 days of issue of LOA
ITB 5.4.1	The successful Bidder shall furnish a Performance Guarantee as Security Deposit (in the form of Demand Draft or Bank Guarantee) for a value of 2.5%/ 1% (in case of MSME) of accepted tender cost the value mentioned in price bid, after 15 days of issue of letter of Intent (LOI). The unconditional and irrevocable Bank Guarantee should be issued by any National / Schedule bank en cashable / irrevocable at Kota, towards the Performance Security for the due fulfilment of the contract conditions.
ITB 5.5.1	Each Proposal shall be accompanied by Bid Securing Declaration on Stamp as per the RTPP Rules, 2013.
ITB 5.6.1	The Bidder shall be debarred in the following cases: (1) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period. (2) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by KMCN; and (3) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect. (4) If the Successful Bidder fails within the Specified time limit to sign the Concession Agreement.
ITB 5.7.1	<b>Performance Security:</b> 2.5% / 1% (in case of MSME) of accepted tender cost to be submitted within 15 days after issue of Letter of Acceptance (LOA).
ITB 5.8.1	First Appellate Authority shall be: <b>The Commissioner, Municipal Corporation Kota.</b> Second Appellate Authority shall be: <b>The DDR, Kota</b>

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Section III: Evaluation and Qualification Criteria

11

## Section III: Evaluation and Qualification Criteria

### Evaluation and Qualification Criteria

#### A. Evaluation Criteria

- a. The successful Bid will be the lowest evaluated responsive Bid which qualifies technical evaluation. This evaluation will consist of the following:

##### (1) Qualification Criteria

###### (a) Technical Qualification

1. Bidder must have experience of primary or secondary collection and transportation of municipal solid waste equal to ₹.33 Crore under single work order in previous 10 years in a corporation with million plus population.
2. Bidder must have experience of conducting survey on a city level for the purpose of municipal solid waste record or which must be verified by a person not below the rank of health officer or executive engineer.
3. Bidder must have experience of faecal and septage sludge management generated at the community and public toilets in any Government department in India of using the products details of which is enclosed in procuring entity requirement section.
4. Bidder must have experience of lifting MSW using tractor trolley or by other similar means in any 3 years from past 10 years.
5. Bidder must have experience of working on software modules of any government department for waste management transportation related services.
6. Bidder should provide PF and ESI Registration and labour license registration in case of non availability of labour license an affidavit for the same must be submitted on the stamp paper of appropriate value and bidder must obtain labour license registration within 30 days of award of work.

###### (b) Financial Qualification

1. Average Turn over of the bidder must be equal to 20% of the project cost in any 03 years from past 05 financial years P.Y. turnover to be brought to current level.
2. Bidder must have working capital equal to 25% of the annual work amount that is equal to 4.16 Crore ((50 Crores÷3)×25%). Working capital will be considered only on the basis of current assets and current liabilities of the bidder as on 31<sup>st</sup> march 2022.
3. Bid capacity of the bidder must be equal to the project cost. Which shall be calculated as per this formula :-  $2 \times A \times N - B$  (where A is maximum turn over in any one year from past five years, N is equal to number of years in which project is to be executed and B is existing under going commitments of the bidder)  $10 \times 2 \times 3 = 60$   $(60-10) = 50$
4. Net worth of the bidder must be positive.

- (c). All bidders should have positive Net Worth at the end of last financial year i.e. 2020-21 or at the end of any quarter up to the date of submission of Bid, along with audited financial statement of respected financial year. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

<sup>1</sup> The independent audit or issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad

Note:

1. The Bidder should provide the details mentioned above based on its own credentials or its subsidiary (ies) or its parent company. In case, the Bidder is selected on the basis of credentials provided by its Parent / Holding/Subsidiary Company, then the Bidder is

required to arrange a guarantee from its Parent/Subsidiary Company (as per format enclosed at Appendix I), guaranteeing due and satisfactory performance of the work covered under the said tender document.

2. In case the Bidder is selected (in case of Consortium), all JV members are required to furnish a Deed of Guarantee towards JVC as per the format approved by the EMCN.
3. The Bidder would have to provide the Audited Annual Financial Statements for the three financial years preceding the current financial year which would be used for the purpose of evaluation of the Proposal. In case the Bidder fails to provide such Audited Annual Financial Statements and certificate from statutory audit or specified here in above, the Application will be rejected as non-responsive.
4. Special Conditions for Consortium
  - 4.1. In case the Bidder is a Consortium, either the Lead Member or the other Member or jointly shall meet the technical and financial capability criterion as stipulated in Clause 1 of this section.
  - 4.2. In case a joint venture company is established for the purpose of implementing the Project, the Lead Member shall commit to hold a minimum equity stake equal to 51% of such company and the Consortium Member other than Lead Member committing to hold a minimum equity stake equal to 26% of such company at all times during the Concession Period. Maximum 2 members allowed to form consortium both the members of the consortium must be in the business of solid waste management services from at least past 3 years.

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## Section IV: Bidding Forms

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## Section IV: Bidding Forms

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4.2	Letter of Technical Bid
4.3	Bid Securing Declaration
4.4.1	Information Regarding to Personnel
4.4.2	Resume of proposed Personnel
4.4.3	Equipment Details
4.4.4	Details regarding to equipment on lease
4.4.5	Mobilization Schedule
4.5	Bidder's Qualification
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4.5.2	JV information sheet
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4.6.2	General Experience
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4.10	Member of the consortium
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4.13	Power of attorney
4.14	Check point
4.15	Self appraisal

**1.1 Technical Bid Check list: - concerned check list contain the following**



- 4.1.1 Notice Inviting Bid
- 4.1.1 CA certified Turnover certificate of every last three financial year Along with UDY/ Number
- 4.1.2 Bid Securing Declaration
- 4.1.3 PAN Card and GST Registration as per law
- 4.1.4 Proof of Purchase of the tender document
- 4.1.5 Copy of the certificate of incorporation / registration issued by the authority concerned
- 4.1.6 Proof of Bid processing fee as specified
- 4.1.7 ESI & EPF Registration
- 4.1.8 Completion Certificate of work which have been cited in support of fulfilment of eligibility criteria as specified in tender Documents
- 4.1.9 Non blood Relation Certificate on Rs 50 Stamp Paper on Stamp paper of Rajasthan government
- 4.1.11 Affidavit for non Department on RS 50 Stamp paper on stamp of Rajasthan government
- 4.1.12 Anti Collusion Certificate

*Tej*

**Non Blood Relation Certificate**

*(Da Ra M Sonop Paper)*

I / We declare that I / We have not any Blood Relatives in Office of Municipal Corporation Kota North.

*(Signature of Authorized person along with seal)*



4.1.11

## DECLARATION

(On Rs 50 Stamp Paper)

I / We declare that I / We have not been black listed / debarment by any of the  
State Governments / Central Governments / Public Sector Undertakings.

(Signature of Authorized person along with seal)

T. J.

4.1.12

**Anti-Collusion Certificate**

(On the letter head of bidder)

We hereby certify and confirm that in the preparation and submission of our proposal for the properties listed below we have not acted in concert or in collusion with any other bidder or person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash kind to any person or agency in connection with the instant proposal.

Date this..... day of 2021

(Name of the bidder)



**L1 Letter of Technical Bid**

**Technical Bid Submission Sheet**

Date: \_\_\_\_\_ NIT No: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Request for Proposal, including Addenda No. \_\_\_\_\_

(b) We offer to execute in conformity with the Bidding Document the following Works:

(c) Our Bid shall be valid for a period of 60 days from the date of opening of financial Bid, 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 03% percent of the Contract Price or Performance Security Declaration, as the case may be for the due performance of the Contract.

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;

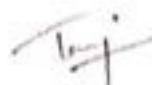
(f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bid Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;

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

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

(j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;



(k) We have paid, or will pay the following commissions, gratuities, or fees, if any, with respect to the bidding process for execution of the Contract:

Name of Recipient	Address	Reason	Amount

(l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(m) Other comments, if any:

Name/ address: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

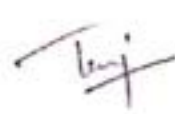
Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_





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

Date:

Bid No.:

Alternative No. :

To: *[insert complete name 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 are required to pay the bid security amount specified in the term and condition of bid.

In the following cases, Namely

- (a) When we withdraw or modify our bid after opening of bids.
- (b) When do not execute the agreement, if any, after placement of supply /work order within specified period
- (c) When we fail to commence the supply of the goods or service or execute work as per supply / work order is placed; and
- (d) If we breach any provisions of the Code of Integrity for bidding specified in the act and chapter vi of these rules

In addition to above, the state Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity .

We understand this Bid-Securing Declaration shall expire if:

- (1) we are not the successful Bidder
- (2) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder .
- (3) thirty day after the expiration of our bid
- (4) the cancellation of the procurement process; or
- (5) the withdrawal of the bid prior to the deadline for presenting bids, unless the bidding documents stipulate no such withdrawal is permitted



Signed: \_\_\_\_\_  
[insert signature of person whose name and capacity are shown]

Name: \_\_\_\_\_  
[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: \_\_\_\_\_  
[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_  
[insert complete name of Bidder]

Dated on      day of      .  
[insert date of signing]

Corporate Seal \_\_\_\_\_  
[Affix corporate seal of the bidder]

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

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Personnel (Manpower)

S. No.	Name	Designation	Qualification	Date from which working with I am	Present Deployment (Name of work)	Proposed Deployment or work put to tender
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

Taj

## 4.4.2

## Resume of Proposed Personnel

Position		
Personnel information	Name	
	Date of birth	
Professional qualifications (attach a copy of Degree/Diploma)		
Present employment	Name of Procuring Entity	
	Address of Procuring Entity	
	Telephone	Contact (Manager / Personnel officer)
	Fax	E-mail
	Job title	Years with present Procuring Entity

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:-

From	To	Company / Project / Position / Relevant technical and management experience

Signature of the person .....

Countersigned by the Bidder .....

Taj

## Equipment Details

Details of machinery and Equipment available and proposed to be deployed for the Execution of the tender work

S. No.	Particulars of Machinery	Availability	Owned	Year of Manufacture	Specification of Description	Location where Machinery is located or in store	Proposed Employment work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

- i. I/We hereby certify that the above information is correct to the best of my/our knowledge and belief, the documentary proof of possession of the Machinery and Equipment required are submitted with the bid.
- ii. I/We hereby undertake to deploy the machinery and equipment listed above as and when required in the execution of the work.

Date  
Place

Signature of Bidder  
Name  
Designation  
Address



## 4.4.4

## Details Regarding to Equipment on lease

Add the following information for equipment to be taken on lease *on 22/11/2018*

Owner	Name of owner	
	Address of owner	
	Telephone	<i>9876543210</i>
	Fax	<i>9876543210</i>
Agreements	Details of rental / lease / manufacture agreements <i>specific to the project</i>	

*Taj*

THE HISTORY OF THE

ROYAL SOCIETY OF LONDON

FROM ITS ORIGIN TO THE PRESENT

BY JOHN VAN DER HAEGHE

IN TWO VOLUMES



4.4.5

**Mobilization Schedule**

[Preferably in the form of a bar chart]

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 : Bidder's Information Sheet**

BIDDER'S INFORMATION	
Bidder's legal name	
Bidder's 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)	
Attached are attested copies of the following original documents: 1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm named in above.	

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4.4.5

#### Mobilization Schedule

[Preferably in the form of a bar chart]

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 : Bidder's Information Sheet

BIDDER'S INFORMATION	
Bidder's legal name	
Bidder's 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)	
Attached are attested copies of the following original documents:	
1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above.	
2. Authorization to represent the firm named in above.	

Taj

#### 4.5.2 : 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)	
Attached are attested copies of the following original documents: 1. Certificate of registration/ in Corporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm named above.	

#### 4.5.3 : Pending Litigation

Each Bidder or members of a JV must fill in this form

Pending Litigation			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

*Ty*

**4.5.2 : 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)	
Attached are attested copies of the following original documents:	
1. Certificate of registration/ in Corporation and memorandum of association or constitution of the legal entity named above.	
2. Authorization to represent the firm named above.	

**4.5.3 : Pending Litigation**

Each Bidder or members of a JV must fill in this form

Pending Litigation			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

*Handwritten signature*

4	30
13	23
6	16
13	9
6	2
शुक्रवार	Saturday

4.5.4 : Average Annual Turnover in Rupees

Particulars	Annual Turnover					Average Turnover
	Year-1 2016-17	Year-2 2017-18	Year-3 2018-19	Year-4 2019-20	Year-5 2020-21	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Single Entity Bidder						
Consortium Member 1						
Consortium Member 2						
TOTAL						

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

4.6.1 : Current/ ongoing contract commitments

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

*Tagi*

शनिवार Saturday  
२ ९ १६ २३ ३०  
६ ७ १३ १४ १९ २० २६ २७ ३३ ३४

रुपे नृत्य

**4.6.2.: General Experience**

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

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

Note: Please fill up one sheet per contract

**4.6.3 : Similar Nature of work**

Bidders and lead member of JV Provided information set under the section of eligibility criteria.

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		

*Taj*

2 9 16 23 30  
6 7 13 14  
Friday Saturday

4.7

**Format for assured revolving line of Credit facility**

(To be Submitted by a

scheduled Bank on the bank letter's head)

(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 \_\_\_\_\_

Note: Language of the format shall not be changed)

4.7

Format for assured revolving line of Credit facility

(To be Submitted by a

scheduled Bank on the bank letter's head)

(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 \_\_\_\_\_

(Note: Language of the format shall not be changed)

*Taj*

4	4
13	30
6	23
13	16
9	7
2	9
6	14
2	6

३४ ३४

**4.8 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 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 Request for Proposal;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Request for Proposal, 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 Request for Proposal, till completion of all our obligations under the Contract.

Date:  
Place:

Signature of Bidder  
Name:  
Designation  
Address:

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4.10

### Member of the Consortium

The following information shall also be provided for each Member of the Consortium

SR.NO	Name of Member	Role	Percentage of equity in the Consortium
1			
2			
3			
4			

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2.11 Joint Venture Agreement (Between not more than three firms including lead member)  
(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. \_\_\_\_\_, accompanying corporate, and having its registered office

At \_\_\_\_\_ (Hereinafter referred to as the "First Party"/ "Lead Member")

M/s. \_\_\_\_\_, accompanying corporate, and having its registered office

At \_\_\_\_\_ (Hereinafter referred to as the "Second Party")

Herein after jointly referred to as the "Parties" and individually as "Each Party" or "a Party"

AS THE CASE MAY BE

A) The Municipal Corporation Kota, Kota, Rajasthan (hereinafter referred to as the KMCN 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

The Parties hereto agree to form the Joint Venture with \_\_\_\_\_

Designated as the "First Party"/ "Lead Member", "Second Party" & "Third Party"



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१३	३	२३	१३
१६	७	१६	७
१६	१४	९	१४
१२	६	२	६

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**ARTICLE 2: JOINT VENTURE NAME**

The JV shall do business in the name of "\_\_\_\_\_ Joint Venture".

**ARTICLE 3: JOINT AND SEVERAL LIABILITY**

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**

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

**First Party/ Lead Member:** Financial responsibility: \_\_\_\_\_  
Physical responsibility: \_\_\_\_\_

**Second Party:** Financial responsibility: \_\_\_\_\_  
Physical responsibility: \_\_\_\_\_

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. The members in the proportion as mention in above 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:**

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. 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. 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:**

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 KMCN, approach or cooperate with any other parties in respect of the Project. 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.

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**ARTICLE 7: Memorandum of Understanding:**

This Memorandum of Understanding shall be terminated:-

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

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 KMCN & mutual consent of the Parties

Or

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**

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 here of 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 Jurisdiction of Kota.

**ARTICLE 9: GOVERNING LAWS**

This Agreement shall in all respects be governed by and interpreted in accordance with the RTTP Rule & ACT.

**ARTICLE 10: CONFIDENTIALITY:**

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: \_\_\_\_\_

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**ARTICLE 13: ASSIGN ABILITY;**

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;**

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**

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: \_\_\_\_\_ )

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4.12 Letter of Financial Bid

Date: \_\_\_\_\_

NIB No.: \_\_\_\_\_

To:

Commissioner,  
Municipal Corporation Kota North  
Rajasthan

Subject: - Tender for Installation and Commissioning of machines for MRF facility At Nanta Trenching Ground Municipal Corporation Kota North

We, the under signed, 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: \_as per BoQ \_\_\_\_\_

(d) The discounts offered, if permitted, and the methodology for their application is:  
\_\_\_\_\_ Nil \_\_\_\_\_

(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/ address: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



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**POWER OF ATTORNEY  
(ON Rs 100 STAMP PAPER)**

Power of Attorney for Authorized Representative

The firm M/s... authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the , to issue and receive correspondence related to all matters of the tender— , We/M/s \_\_\_\_\_ under take the responsibility due to any act of the representative appointed hear by.

**For Partnership Firm's**

S. No.	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3		
4	Name and Designation of the person Authorized	
5	Attested Signature of the Authorized Representative	

**For Single business entity**

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

*[Handwritten Signature]*

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of New York, this 16th day of June, 2016.

Signature of the Mayor of the City of New York

Printed name of the Mayor of the City of New York

Signature of the Deputy Mayor of the City of New York

Printed name of the Deputy Mayor of the City of New York

Notary

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Saturday



4.14 Check Points must be filled by Bidder

S. No.	Requirements / Documents required to be submitted	Check Points	Yes / No
<b>GENERAL</b>			
1	Cost of Bid Document as Rs. 7,500/-	To be paid online at www.kotamc.org	Confirm it is of scheduled bank ? Name of Bank
			Amount Rs. 5000.00
			In favour of Commissioner, Municipal Corporation Kota North.
2	Bid Processing Fee of Rs 2,500/-	To be paid online at www.kotamc.org	Confirm it is of scheduled bank? Name of Bank
			Amount Rs. 1000.00
			In favour of Commissioner, Municipal Corporation Kota North.
3	Bid Security	To be paid online at www.kotamc.org	Amount Rs. 1,00,00,000/ Rs.25,00,000
			In favour of Commissioner, Municipal Corporation Kota North.
			Confirm that it is unconditional? If any condition bid liable to be reject.

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S. No.	Requirements / Documents required to be submitted	Check Points	Yes / N
4	Power of Attorney For Designating Lead Member Of Consortium  On Stamp Paper, Original hard copy to be submitted in the office of Commissioner, Municipal Corporation Kota North by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that value of Stamp Paper is Rs. 500/-	
		Name & designation of member who has issued POA	
		Name & designation of lead member to whom POA is issued	
5	Joint Venture Agreement  Agreement as per format (not more than two companies) Original hard copy to be submitted in the office of Commissioner, Municipal Corporation Kota North by date and time mentioned in NIB and scanned copy to be uploaded with technical Bid	Confirm that value of Stamp Paper is Rs. 1000/-	
		Confirm that financial responsibility of lead partner is minimum 51%	
		Confirm that financial responsibility of other partner bidder is minimum 26%	
		Confirm that JV is in prescribed format. If not, liable to be rejected.	
6	Power of Attorney for Authorized Representative  On Stamp Paper, Original hard copy to be submitted in the office of Commissioner, Municipal Corporation Kota North by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that value of Stamp Paper is Rs. 100/-	
		Name & designation of person who has issued POA	
		Name & designation of person to whom POA is issued	

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4.15 SELF APPRAISAL SHEET TO BE FILLED BY THE BIDDER FOR DETERMINATION OF RESPONSIVENESS

S. No.	Requirements as per bid document	Check points	Tick the correct option
<b>General Requirements</b>			
1	GST Registration certificate	Confirm that submitted	Yes / No
2	PAN & TAN Numbers	Confirm that submitted	Yes / No
3	Incorporation Certificate	Confirm that submitted	Yes / No
4	Non Blood Relation Certificate (On Rs. 50 stamp paper)	Confirm that submitted	Yes / No
5	Declaration regarding Debarment (On Rs. 50 stamp paper)	Confirm that submitted	Yes / No
6	Anti-collusion Certificate	Confirm that submitted	Yes / No
7	Letter of technical bid submission	Confirm that submitted	Yes / No
8	Personnel (Manpower)	Confirm that submitted	Yes / No
9	Resume of proposal Personnel	Confirm that submitted	Yes / No
10	Equipment Details	Confirm that submitted	Yes / No
11	Details Regarding to equipment on lease	Confirm that submitted	Yes / No
12	Mobilization Schedule	Confirm that submitted	Yes / No
13	Bidder's Qualification	Confirm that submitted	Yes / No
14	JV information sheet- ELI	Confirm that submitted	Yes / No
15	Pending Litigation in Form LIT-1	Confirm that submitted	Yes / No
16	Average Turnover in Rupee-FIN-1	Confirm that submitted	Yes / No
17	EXP-1- Current/ongoing contract commitments	Confirm that submitted	Yes / No
18	EXP-2 General Experience	Confirm that submitted	Yes / No
19	EXP-3- Similar Nature of work	Confirm that submitted	Yes / No
20	Format for assured revolving line of credit facility	Confirm that submitted	Yes / No
21	Declaration by the bidder in compliance of section 7&11 of the Act.	Confirm that submitted	Yes / No
22	Member of the consortium	Confirm that submitted	Yes / No
23	Letter of financial bid.	Confirm that submitted	Yes / No

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Section V - Procuring Entity's Requirements

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## Section V - Procuring Entity's Requirements

### 1. Background of the Project

The Municipal Corporation Kota North (herein after referred as "KMCN") is responsible for implementation Solid waste Management Rules within its jurisdiction. Towards this, KMCN has decided to invite open competitive bids for ' Providing Solid Waste Collection and Transportation services including collection from door to door and open spots from 70 wards of Municipal Corporation Kota North along with IT integration for 3 years' in Kota North as per SWM Rules 2016 and other applicable Rules as amended from time to time.

### 2. SCOPE OF WORKS

The project is further divided into 4 major parts: -

- A. Door To Door Collection of MSW from all the households.
- B. Lifting of all the Bins of various capacities lying throughout the city.
- C. Lifting of garbage from various open spots by deploying 35 Tractor Trolleys.
- D. Development of IT cell and monitoring of complete sanitation activity.

#### A. Door To Door Collection of MSW from all the households

- The concessionaire will be required to collect waste from all the households inhabiting in the municipal limits of MCK North for which the concessionaire will be provided maximum 210 tippers to ensure 100% collection from households of all the 70 Wards under MCK North.
- The concessionaire will ensure collection from at least 90% households on a daily basis any shortfall will lead to part payment to the contractor. The payment against efficiency achieved is as per below matrix:

S. NO.	Collection Household Percentage	Payment Percentage
1.	>= 90%	100%
2.	>70%<90%	80%
3.	>50%>70%	50%
4.	<50%	Nil

The calculation for the above matrix will be done for every ward on a daily basis on the basis of GPS reports and RFID reports for the ward.

- All the liabilities relating to the door to door collection vehicles will vest with the contractor i.e. all the drivers should have a valid driving license and proper protective gear must be given to all the helpers doing collection job.
- All cost relating to Operation, Maintenance of all the vehicles will be borne by the contractor.
- Concessionaire will have to do Geo mapping and fencing of boundaries along with routing on which a particular vehicle will run, no vehicle will be allowed to run other than on its desired route without proper permission of the Health Officer or his representative.

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20	23	16
27	30	23
3	10	30

- In case of breakdown of vehicle the contractor will have to ensure collection being affected by extending working hours of the available vehicles in the same ward for which information to the MCK North will have to be made and also information to the citizens must be done via messaging system that will be developed by MCK North.
- Concessionaire will have a time of 60 days for conducting of ward wise household survey for the entire area under the jurisdiction of MCK North and 1 month will be given to set up the IT cell at a designated place allotted by MCK North, IT cell will work under the supervision of IT official and Health Officer of MCK North.
- Contractor will be given sufficient time to inspect all the vehicles of the MCK North and maintenance and present condition of the vehicles will be recorded in a proper format before the handover of the work and contractor will have to return the vehicles in the same condition after the completion of the work and that too will be recorded in a proper format. Acceptance of vehicle report as mentioned above before the start and after completion of project tenure will be given by the authorized representative of the concessionaire and Garrage in charge on behalf of MCK North.
- Post Handover no issues relating to vehicles will be entertained by the MCK North.
- The concessionaire will have to start the work in a phased manner during the 1<sup>st</sup> week of start sector 2,3 & 5 than in 2<sup>nd</sup> week sector 4 & 6 and in 3<sup>rd</sup> week sector 1 & 7 will have to be started. Concessionaire will have to ensure smooth transition from existing system to the new system without negligible inconvenience to the public.
- Payment verification system will be completely based upon the IT system developed i.e. GPS reports or RFID tagging. Daily reports of each vehicle will have to be submitted to IT incharge on a weekly basis which will be forwarded by IT incharge to the Health officer after due verification and on every 7<sup>th</sup> of the next month summarized monthly report will be put up before Commissioner/Additional Commissioner/ Dy. Commissioner/ by the IT incharge and health officer of the previous month on the basis of which the payment due to the contractor will be processed. Payment process on MCK North part will be completed before 20<sup>th</sup> day of that month (in case of holiday on a subsequent day).
- In case of any technical issue with the GPS/ RFID tagging the contractor will have to get it rectified in 48 hours for which prior information must be given to the Health officer and for such breakdown period permission will be taken from the Health officer and working will be done as per the instructions of the Sanitary inspector. Verification of the same will be done by the sanitary inspector and CSI.
- The concessionaire will be allowed to collect waste from only residential households and not from commercial units for which separate mechanism is being put in place. In case of vehicles found to be collecting waste from Commercial units than penalty @ Rs. 2,000 per instance will be charged from the concessionaire.
- Door to Door Collection Timings : 7:00 a.m. to 11 a.m. and 3:00 p.m. to 7:00 p.m.
- No obstruction to work by the Concessionaire will be entertained in case of any strike or obstruction uninformed will lead to a penalty @ 1.5x of the dues for the day and in case of continuous obstruction for more than 3 days contract will be canceled along with forfeiture of Security deposit and proceeding for debarment of the concessionaire.

*Handwritten signature*

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- The concessionaire will be responsible for up keeping the GPS system and RFID tagging.
- The work relating to up IEC activity will also have to be carried on by the concessionaire.
- There will be restriction on sale of the segregated material same will have to be handed over to the agency authorized for the same by MCK North. If any employee found selling the same will lead to a penalty of Rs. 10,000 per incidence.
- All the door to door collection vehicles will have to be emptied at the transfer station designated to them within 6 to 8 km from their operating location. Unloading the same at any other location will attract penalty as per Annexure A.
- Bidder will have to assist Municipal Corporation Kota North in collection of user charges from various households which shall be directly deposited in the official bank account of MCK North and bidder has to refrain from accepting any cash against payment for the user charge. Mode of payment shall only be Cheque/ UPI Transfers/online transfers for which bidder will be given 10% of the amount collected, no extra amount will be paid in excess of 10% to the bidder and no extra cost for the staff deployed for the collection of the user charge, accounting and reconciliation will be paid. Collection of the user charges will be done under the supervision of the respective Sanitary Inspector and Jamadar and Accounting reconciliation will be done by the bidder under the supervision and support of account department of MCK North and issue of Notices and challans for the will be undertaken under the supervision of Health Officer, MCK North. The amount will be collected as per the Rajasthan Municipal bye laws 2019 or any amendments thereon. Bidder will have to ensure coverage of at least 30% households by the end of 2<sup>nd</sup> year and 5% increase in household every year thereon. Assistance for issue of challan, notices and legal formalities must be done by the MCK North.
- In case of non assistance in collection of user charges bidder will be charged Rs. 1,00,000 per month.

**B. Lifting of all the Bins of various capacities lying throughout the city**

- MCK North currently has around 100-120 bins of various capacities across various locations for which vehicles of varied capacities are available with MCK North that will be provided to the Concessionaire.
- MCK North has 3 Nos. of 1.8 CUM Bin Lifter, 3 Nos. of 14 CUM Refuse Compactor, 1 No. of 4.5 CUM Dumper Placer & 1 No. of 7 CUM Dumper Placer.
- The concessionaire will ensure collection from at least 90% bins on a daily basis any shortfall will lead to part payment to the contractor. The payment against efficiency achieved is as per below matrix:

T. NO.	Bins Collection Percentage	Payment Percentage
1.	>= 90%	100%
2.	>70%<90%	80%
3.	>50%>70%	50%
4.	<50%	Nil

The calculation for the above matrix will be done for every ward on a daily basis on the basis of GPS & Trenching Ground Report.

- All the liabilities relating to the vehicles will vest with the contractor i.e. all the drivers should have a valid driving license and proper protective gear must be given to all the helpers doing collection job.

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- All cost relating to Operation, Maintenance of all the vehicles will be borne by the contractor.
- No vehicle will be allowed to run other than on its desired route without proper permission of the Health Officer or his representative.
- In case of breakdown of vehicle the contractor will have to ensure collection being affected by extending working hours of the available vehicles in the same ward for which information to the MCK North will have to be made and also information to the citizens must be done via messaging system that will be developed by MCK North.
- Concessionaire will have a time of 20 days for conducting GPS Routing of the vehicles.
- Contractor will be given sufficient time to inspect all the vehicles of the MCK North and maintenance and present condition of the vehicles will be recorded in a proper format before the handover of the work and contractor will have to return the vehicles in the same condition after the completion of the work and that too will be recorded in a proper format. Acceptance of vehicle report as mentioned above before the start and after completion of project tenure will be given by the authorized representative of the concessionaire and Garrage in charge on behalf of MCK North.
- Post Handover no issues relating to vehicles will be entertained by the MCK North.
- Time for lifting of Bins : 9:00 a.m. to 1:00 p.m. and 2:00 p.m. to 5:00 p.m.
- The concessionaire will have to start the work in a phased manner during the 1<sup>st</sup> week of start sector 2,3 & 5 than in 2<sup>nd</sup> week sector 4 & 6 and in 3<sup>rd</sup> week sector 1 & 7 will have to be started. Concessionaire will have to ensure smooth transition from existing system to the new system without negligible inconvenience to the public.
- Payment verification system will be completely based upon the IT system developed i.e. GPS and Trenching Ground Report. Daily reports of each vehicle will have to be submitted to IT incharge on a weekly basis which will be forwarded by IT incharge to the Health officer after due verification and on every 7<sup>th</sup> of the next month summarized monthly report will be put up before Commissioner/Additional Commissioner/ Dy. Commissioner/ by the IT incharge and health officer of the previous month on the basis of which the payment due to the contractor will be processed. Payment process on MCK North part will be completed before 20<sup>th</sup> day of that month (in case of holiday on a subsequent day).
- In case of any technical issue with the GPS the contractor will have to get it rectified in 48 hours for which prior information must be given to the Health officer and for such breakdown period permission will be taken from the Health officer and working will be done as per the instructions of the Sanitary inspector. Verification of the same will be done by the sanitary inspector and CSI.
- No obstruction to work by the Concessionaire will be entertained in case of any strike or obstruction uninformed will lead to a penalty @ 1.5x of the dues for the day and in case of continuous obstruction for more than 3 days contract will be canceled along with forfeiture of Security deposit and proceeding for debarment of the concessionaire.
- All the vehicles will have to be emptied at the Nanta dumping ground. Unloading the same at any other location will attract penalty as per Annexure A.

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### C. Lifting of garbage from various open spots by deploying 35 Tractor Trolleys

- The concessionaire will have to provide 35 tractor Trolleys in 70 wards of MCK North. The vehicles must be not older than 2014 year make.
- The vehicles must be in good running condition. All the vehicles must have commercial registration with the RTO documentary proof regarding the same is required to be submitted before the 1<sup>st</sup> bill is raised by the concessionaire.
- All the vehicles must have Valid insurance and the driver must have a valid Driving license.
- The concessionaire will have to provide 2 helpers along with the driver on every tractor trolley.
- The concessionaire will have to get a GPS installed on every vehicle along with routing of every vehicle at his own cost.
- The concessionaire will ensure collection from at least 100% Open spots on a daily basis any shortfall will lead to part payment to the contractor. The payment against efficiency achieved is as per below matrix:

U. NO.	Collection Household Percentage	Payment Percentage
1.	>= 90%	80%
2.	>70%<90%	60%
3.	>50%>70%	40%
4.	<50%	Nil

The calculation for the above matrix will be done for every ward on a daily basis on the basis of GPS reports and transfer station report.

- All the liabilities relating to the tractor trolleys will vest with the contractor i.e. all the drivers should have a valid driving license and proper protective gear must be given to all the helpers doing collection job.
- All cost relating to Operation, Maintenance and manpower of all the vehicles will be borne by the contractor.
- No vehicle will be allowed to run other than on its desired route without proper permission of the Health Officer or his representative.
- In case of breakdown of vehicle the contractor will have to ensure collection being affected by extending working hours of the available vehicles in the same ward for which information to the MCK North will have to be made and also information to the citizens must be done via messaging system that will be developed by MCK North.
- Contractor will have to get all the vehicles verified physically by the committee constituted by the MCK North along with all the documents before starting the work.
- Post Handover no issues relating to vehicles will be entertained by the MCK North.
- Time for collection from open spots : 9:00 a.m. to 1:00 p.m. and 2:00 p.m. to 5:00 p.m.
- The concessionaire will have to start the work in a phased manner during the 1<sup>st</sup> week of start sector 2,3 & 5 than in 2<sup>nd</sup> week sector 4 & 6 and in 3<sup>rd</sup> week sector 1 & 7 will have to be started. Concessionaire will have to ensure smooth transition from existing system to the new system without negligible inconvenience to the public.

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• Payment verification system will be completely based upon the IT system developed i.e. GPS reports and transfer station report. Daily reports of each vehicle will have to be submitted to IT incharge/ Health officer on a weekly basis. After due verification and before 7<sup>th</sup> of the next month summarized monthly report will be put up before Commissioner/Additional Commissioner/ Dy. Commissioner/ by the IT incharge and health officer of the previous month on the basis of which the payment due to the contractor will be processed. Payment process on MCK North part will be completed before 20<sup>th</sup> day of that month (in case of holiday on a subsequent day).

- In case of any technical issue with the GPS the contractor will have to get it rectified in 48 hours for which prior information must be given to the Health officer and for such breakdown period permission will be taken from the Health officer and working will be done as per the instructions of the Sanitary inspector. Verification of the same will be done by the sanitary inspector and CSI.
- No obstruction to work by the Concessionaire will be entertained in case of any strike or obstruction uninformed will lead to a penalty @ 1.5x of the dues for the day and in case of continuous obstruction for more than 3 days contract will be canceled along with forfeiture of Security deposit and proceeding for debarment of the concessionaire.
- The concessionaire will be responsible for up keeping the GPS system.

#### D. Development of IT cell and monitoring of complete sanitation activity

- The main objective of the IT cell is to ensure reduce physical monitoring at the ground level, prevent mismanagement and to ensure that services are delivered in an effective and an efficient manner to the citizens.
- The concessionaire must have to set up an IT cell at the place designated by the MCK North in the main building campus within 7 days of entering into agreement.
- The concessionaire has to undertake RFID tagging of all the lanes two on entry side and two on exit side the reader of which will be attached to the vehicle.
- Proper record keeping of the RFID & GPS records will have to be done by the IT cell and same will have to submitted to the MCK North IT in charge on a weekly basis.
- A helpline will have to be set up with whats app messaging and toll free numbers for calling and proper register of complaints received on helpline will have to be maintained and detail of issues resolved and feedback of the concerned person will have to be done. The concessionaire will have to ensure that at least 90% of the complaints are resolved if the number falls below 90% than penalty of Rs. 2,500 /day will be charged to the contractor.
- Messaging system will have to be put in place by the concessionaire to ensure that all the resident households are informed by messaging regarding any breakdown or hindrance of service. For which a ward wise list of households along with Contact number will have to be maintained by the concessionaire.
- IEC activities will have to be undertaken by the concessionaire regarding guiding and engaging citizens about the importance of Source segregation and awareness about the importance of proper waste management.
- Initial survey by the Concessionaire will have to be done in which name of the household owner along with address and contact number.

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- Survey reports will be cross checked by the respective Sanitary Inspectors and in case of any discrepancy the firm is liable to be penalized @ recommended by the committee.
- An IT engineer with prior experience in the field of IT will have to be recruited as IT in charge for the project who will report to IT Head of MCK North and Health Officer MCK North.
- IT activity is the main verification and monitoring tool for the entire project, so a efficient and effective IT system will have to be maintained at all the times during the project tenure. Failure in setting up of a proper IT cell will lead to cancellation of the contract along with forfeiture of performance security and conducting of debarment proceedings against the concessionaire.
- 2 months initial period will be allowed for setting up of IT infrastructure for which payment will be done as per verification of SI/CSI. In case of major breakdown of any software and hardware a period of 7 days will be allowed past which penalty @ 2 x of per day amount will be levied & work verification will be done by SI/CSI for such periods.

**E. Dosing and maintenance of Septage and faecal sludge at community and public toilets of Municipal Corporation Kota North**

- The bidder must provide at least one supervisor and four helpers to take care of the dosing at all the community and public toilets of MCK North not connected to Sewerage line.
- The dosing must be done by the bidder at each toilet on a monthly basis product for which will be supplied by MCK north but dosing and testing equipments will have to be arranged by the concessionaire at his on cost.
- Failure to undertake the same will lead to a penalization to the concessionaire @ Rs. 10,000 Per CT/PT per month.
- Dosing Photographs and final test reports after each dosing must be submitted by the concessionaire along with the monthly invoice.

**Annexure A : Penalties**

S.No.	Description	Penalties
1	Non-cleaning of any garbage bin, open depot causing it to overflow for period of 1day.	1000/- per default per point.
3	Non collection of waste on basis of complaint received at nagar nigam Kota North.	100 / - per day complaint per day.
7	Non-transportation of collected waste to designated dumping it at anywhere else.	1000/- per default
8	Non collection of waste from depot	2000/-per depot
9	Non - Providing records asked by NAGAR NIGAM KOTA NORTH within time prescribed.	1000/- per default order notice
10	Selling of recyclable or segregated/Un-segregated Work waste.	10,000/- per default.
11	work not started at stipulated time frame (Half an hour relaxation may be provided)	Rs 1000/- per Hooper per day
12	C& D waste mixed with MSW.	1000/- Per vehicle.
13	Any types of damages/hindrances in GPS device done by contractor's driver.	2000/- per device
15	Non-Working of Audio System/Hooters	200 Per Hooper/day

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#### General Conditions:

- Concessionaire will have to enter into agreement within 10 days of issue of letter of acceptance on a stamp paper of valid denomination along with Performance security in the form of Bank Guarantee/ Fixed Deposit/ Demand Draft as per RTPP Act 2012 & Rules 2013.
- No shortfall in documents will be entertained from any bidder documents submitted online will only be considered.
- No Construction and Demolition waste will be allowed to be picked up in any collection vehicles.
- All legal liabilities relating to P.F. & ESIC will be Concessionaires liability and MCK North will not be responsible in any form for the same.
- Rates to be quoted by the bidder must be inclusive of all the taxes excluding GST.
- Insurance of all the vehicles owned by MCK North will be the liability of MCK North whereas insurance of all the workers and vehicles (other than those owned by MCK North) will be liability of the concessionaire.
- Any misshaping due to negligence of any worker will be liability of the concessionaire and MCK North will not be liable in any such case.
- All the workers must be above the legal working age as per the laws of the land.
- In case of change of constitution MCK (North) the project will continue as per the same terms and the current municipal area will be treated as the area of project.
- In case of area expansion from current municipal limit the rate will change proportionality but only for door to door collection work where as for other services no change will be done & no amount will be paid over & above amount entered into at the time of agreement signing.

#### 4. Land for the parking of vehicles:

Land required for parking of vehicles and machinery will be provided by MCK North.

#### 4. Maintenance Shed

The concessionaire is required for setting up of maintenance facility at his own cost.

#### 5. Ownership

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made there in by the Concessionaire, shall at all times during the currency of the Contract remain that of MCKN.

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Product specification of culture to be used ( Supply order/ Verification from government department Regarding previous supply must be enclosed)

No.	Parameter	Specifications
1	pH (1% Solution)	6.5 to 7.5
2	Odour	Odour is Observed
4	Appearance	Light To Tan Brown
5	Solubility (in H2O)	50% to 80% By Mass
6	Moisture	4.3% By Mass
7	Lead (as P b)	Less than 20.0 ppm
8	Nickel (as Ni)	BDL ppm
9	Chromium (as Cr)	BDL ppm
10	Arsenic (as As)	BDL ppm
11	Temperature Tolerance	50 to 65 °C
12	Volatile Organic Compound	There is no significant increase in volatile organic compound During test period. ppm
13	Total A flatoxin (as B1, B2 G1 & G2)	BDL mg/kg
14	Aerobic Bacteria Count	$5 \times 10^9$ cfu/gm
15	Anaerobic Bacteria Count	$5 \times 10^9$ cfu/gm
16	E. Coli	Absent cfu/gm
17	Ignitibility	On ignition, the sample should not catch fire and hence the sample is not self-combustible.
18	Corrosivity	The pH of the sample should be 6.8 to 7.4. This is stable pH and does not cause any corrosion with stainless steel 304 grade.
19	Toxicity	Should be free from acute toxicity.

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Sr. No	Parameter	Standard	Measured
1	Appearance	Yellow to tan brown	Confirms
2	Total Bacterial Count (cfu)	Not less than 9 <sup>8</sup> cfu/gm	2 x 10 <sup>8</sup> cfu/gm
3	Total Yeast and Mold (cfu)	Less than 100/g	Confirms
4	Total Coli forms	Less than 1000/g	Confirms
5	Heat Resistance (%)	Not less than 75 %	95%
6	Loss on Drying % w/w	Not more than 7%	5 %
7	E. coli	Absent /g	Absent
8	S.aureus	Absent /g	Absent
9	Salmonella	Absent /g	Absent

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Section VI : General Conditions of Contract (GCC)

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## Section VI : General Conditions of Contract (GCC)

### 1. General Provisions

Sub-Title	Sub-Clause	Provision
Definitions	6.1	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	6.2	
	6.2.1	<b>Bill of Quantities (BOQ)</b> means the priced and completed Bill of Quantities forming part of the Bid. <b>Activity Schedule</b> means the various stages of execution of the Works in case of lump sum Contract which are linked to payment schedule
	6.2.2	<b>Contract</b> 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 the re-including these conditions, the Specifications, designs, Drawing sand instructions issued from time to time on Contract and shall be complementary to one another.
	6.2.3	<b>Contract Agreement</b> means the Contract Agreement referred to in Sub-Clause 6.13[Signing of the Contract].
	6.2.4	<b>Contract Data</b> means the pages completed by the Procuring Entity entitled Contract Data which constitute the Special Conditions of the Contract.
	6.2.5	<b>Drawings</b> 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.
	6.2.6	<b>Letter of Acceptance</b> 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.
	6.2.7	<b>Letter of Technical/ Financial Bid</b> means the document entitled Letter Technical or Letter of Financial bid, which was completed by the Bidder and includes the signed offer to the Procuring Entity for the Works.
	6.2.8	<b>Risk and Cost</b> 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.
	6.2.9	<b>Schedules</b> 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.

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	6.2.10	Specifications means the BIS, other Code Specification of the Works followed by relevant Department of the Government of India/State Government and/or included in the Contract and any modification. Provisions of the MSW Rules, CPHEE manual, SBM and CPCB guidelines and other guidelines issued by GoI for implementation of the MSW and amended time to time or addition made or approved by the Engineer-in-Charge
	6.2.11	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	6.3	
	6.3.1	Party: means the Procuring Entity or the Contractor, or both as the context requires.
	6.3.2	Contractor shall mean the individual, firm or company, whether in corporate 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.
	6.3.3	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 personnel.
	6.3.4	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 6.33 [Contractor's Representative], who acts on behalf of the Contractor.
	6.3.5	Engineer-in- Charge or Engineer means the Divisional officer / Executive Engineer who shall be in-charge of the Works and who shall sign the Contract on behalf of the Governor of Rajasthan and who shall be responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extension of time, valuing the Compensation events, etc.
	6.3.6	The Procuring Entity or PE means the Party who employs the Contractor to carry out the Works
	6.3.7	Procuring Entity's Personnel means the Engineer-in-Charge, the assistants referred to in Sub-Clause 6.25 [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.
	6.3.7.1	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	6.4	

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Periods of completion	6.4.1	Base Date means the date Day prior to the last date specified for submission of the Bid.
	6.4.2	Commencement/start Date means the date specified under Sub-Clause 6.76 [Commencement of Works].
	6.4.3	A Defect is any part of the Works not completed in accordance with the approved specifications, designs and/ or drawings of the Contract.
	6.4.3.1	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
	6.4.3.2	The Defect Liability Period will be decided by the Department/ Organization depending on nature of the Works, from the date of completion of the Works and shall be mentioned in the Contract Data
	6.4.3.3	Defects Notification Period means the period for notifying Defects in the Works or a Section as per condition required in the bid documents
	6.4.4	Performance Certificate means a certificate issued under Sub-Clause 6.89 [Performance Certificate].
	6.4.5	Taking-Over Certificate means a certificate issued under Sub-Clause 6.87 [Taking Over of the Work sand Sections].
	6.4.5.1	Tests on Completion means the tests which are specified in applicable rule for Bio-mining and Recovery of land bidder are bound to Carried out them as per engineer – in charge
	6.4.6	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.
	6.4.7	Time for Completion means the time for completing the Works or a section (as the case may be) under Sub-Clause 6.78 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 6.79 [Extension of Time for Completion], calculated from Commencement Date.
	6.4.8	Day means calendar Day; Year means a period of 365 Days.
	Money and Payments	6.5
6.5.1		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.
6.5.2		Cost means all expend it urerea son ably in curred (or to be incurred)by the Contractor, whether on or off the Site, including over head and similar charges, but does not include profit.
6.5.3		Final Payment Certificate means the Payment Certificate issued under Sub-Clause 6.96 [Issue of Final Completion Certificate].
6.5.4		Final Statement means the statement defined in Sub-Clause 6.97 [Final Statement of Payments].
6.5.4.1		Interim Payment Certificate means a Payment Certificate issued under Sub-Clause 6.92 [Issue of Interim Payment Certificate], other than the Final Payment Certificate
6.5.4.2	Market Rate of an item shall be the current rate as decided by the	

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Periods of completion		
6.4.1	Base Date	means the date Day prior to the last date specified for submission of the Bid.
6.4.2	Commencement/start Date	means the date specified under Sub-Clause 6.76 [Commencement of Works].
6.4.3	A Defect	is any part of the Works not completed in accordance with the approved specifications, designs and/ or drawings of the Contract.
6.4.3.1	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
6.4.3.2	The Defect Liability Period	will be decided by the Department/ Organization depending on nature of the Works, from the date of completion of the Works and shall be mentioned in the Contract Data
6.4.3.3	Defects Notification Period	means the period for notifying Defects in the Works or a Section as per condition required in the bid documents
6.4.4	Performance Certificate	means a certificate issued under Sub-Clause 6.89 [Performance Certificate].
6.4.5	Taking-Over Certificate	means a certificate issued under Sub-Clause 6.87 [Taking Over of the Work and Sections].
6.4.5.1	Tests on Completion	means the tests which are specified in applicable rule for Bio-mining and Recovery of land bidder are bound to Carried out them as per engineer - in charge
6.4.6	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.
6.4.7	Time for Completion	means the time for completing the Works or a section (as the case may be) under Sub-Clause 6.78 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 6.79 [Extension of Time for Completion], calculated from Commencement Date.
6.4.8	Day	means calendar Day; Year means a period of 365 Days.
Money and Payments		6.5
6.5.1	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.
6.5.2	Cost	means all expend it urerea son ably in curred (or to be incurred) by the Contractor, whether on or off the Site, including over head and similar charges, but does not include profit.
6.5.3	Final Payment Certificate	means the Payment Certificate issued under Sub-Clause 6.96 [Issue of Final Completion Certificate].
6.5.4	Final Statement	means the statement defined in Sub-Clause 6.97 [Final Statement of Payments].
6.5.4.1	Interim Payment Certificate	means a Payment Certificate issued under Sub-Clause 6.92 [Issue of Interim Payment Certificate], other than the Final Payment Certificate
6.5.4.2	Market Rate of an Item	shall be the current rate as decided by the

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		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.
	6.5.4.3	<b>Payment Certificate</b> means a Payment Certificate issued under Clause 14 [Contract Price, Payment and Lien].
	6.5.4.4	<b>Provisional sums/ Lump sums</b> 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. [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.
	6.5.5	<b>Performance Security</b> 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	6.6	
	6.6.1	<b>Processing and disposal Plant</b> means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works for processing of the waste,
	6.6.1.1	<b>Materials</b> are all supplies, including consumables, used by the Contractor for consumption in the Works
	6.6.1.2	<b>Permanent Works</b> means the Permanent Works to be executed by the Contractor under the Contract. These works shall have a defined designed life and durability.
	6.6.2	<b>Scope of work</b> shall cover execution of all aspects of the Works as per the Contract.
	6.6.3	<b>Section</b> means a part of the Works specified in the Contract Data as a Section (if any).
	6.6.4	<b>Specifications</b> means the Specification (BIS, IRC, MSW Rules, CPHEEO, TAG, CPCB/RSPCB etc. or specifications approved by the department or others) of the Works included in the Contract and any modification or addition made or approved by the Engineer-in Charge.
	6.6.5	<b>Temporary Work</b> are Works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works
	6.6.6	<b>Work or Works</b> shall, unless there is something either in the subject or 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	6.7	
	6.7.1	<b>Act</b> means the Rajasthan Transparency in Public Procurement Act, 2012.
	6.7.2	<b>Contractor's documents</b> are the bids (technical and financial) submitted, software's, bills, reports, drawings, designs, letters/ communications, test results, etc., submitted by the Contractor to the Procurement Entity in connection with the Contract.

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	6.7.3	Department means any Department of Government of Rajasthan which invite Bids on behalf of Governor of Rajasthan as specified in Contract Data.
	6.7.4	Field laboratory means the Contractor's equipped laboratory provided with equipments, experienced personnel, consumables, books of specifications and codes for use on quality testing of compost and disposal of waste.
	6.7.5	Force Majeure is defined in Sub-Clause 19[Definition of Force Majeure].
	6.7.6	Government/ Governor of Rajasthan means the State Government of Rajasthan/ Governor of Rajasthan
	6.7.7	Law's 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.
	6.7.8	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; but does not include Plant which has not been taken over by the Procuring Entity.
	6.7.9	Rules means The Rajasthan Transparency in Public Procurement Rules, 2013, Solid Waste Management Rules 2016 revised time to time.
	6.7.10	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.
	6.7.11	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.
	6.7.12	Unforeseeable means not reasonably foreseeable by an experienced Contractor by the Base Date.
	6.7.13	In the Contract, except where the context requires otherwise 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; provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; e) the word "tender" is synonymous with "bid" and tenderer" with "bidder" and the words "tender document" with "bidding document". The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
Interpretation		
communications	6.8	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: 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

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		<p>Communications as stated in the Contract Data. However:</p> <p>a) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>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>
Law and language	6.9	The Contract shall be governed by the laws of India and the State of Rajasthan. The ruling language of the Contract shall be English or that stated in the Special Conditions of Contract.
Works to be carried out	6.10	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 no fund doing in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities 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. The Works include clearance, levelling and dressing of Site within a distance of 15 meters of the work site on all sides except where the building adjoins another building.
Sufficiency Tender/ Bid	6.11	The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Work 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 matter 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.
Discrepancies and adjustment of errors	6.12	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
	6.12.1	<p>In the case of discrepancy between the Bill of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:</p> <ul style="list-style-type: none"> <li>• Description of Bill of Quantities</li> <li>• Particular detailed Specification and Special Condition, if any</li> <li>• Drawings /Designs</li> <li>• IRC / MORT&amp;H , ASTHO Specification, if required</li> </ul> <p>Indian Standard Specifications or B.I.S.</p>
	6.12.2	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.
	6.12.3	Any error in description, quantity or rate in Bill of Quantities or any omission therefore shall not vitiate the Contractor release the Contract or from the execution of the whole or part of the Works comprised there in according to Drawings and Specifications or from any of his obligations

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Signing of the Contract	6.13	<p>under the Contract</p> <p>The successful Bidder/SPV if any 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 there to, Standard Forms consisting of various standard Sub-Clauses with corrections up to the date stipulate din 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 in to the Contract Agreement shall be borne by the Contractor.</p>
Signed copy of Contract Document to be given to Contractor	6.14	<p>The Contractor shall be furnished, free of Cost one signed copy of the Contract Documents together with all 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.</p>
Conditions of the Contract	6.15	<p>The Contract shall be governed by the Conditions laid down in Bid Documents.</p>
Priority of Documents	6.16	<p>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:</p> <p>(a) the Contract Agreement,  (b) the Letter of Acceptance,  (c) the Technical Bid and Financial Bid along with the letters of the Technical Bid and Financial Bid  (d) the Contract Data/ Special Conditions of Contract,  (e) the General Conditions of Contract,  (f) the Specifications,  (g) the Drawings,  (h) the Instructions to Bidders,  (i) the Notice Inviting Bids, and  (j) the Schedule sand 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	6.17	<p>The Contract or 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.</p>
	6.17.1	<p>If the Engineer-in-Charge asks the Contract or 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 persona leaves the Site within seven Days and has no further connection with the work in the Contract.</p>
Procuring Entity's Risks	6.18	<p>The Procuring Entity is responsible forth 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,</p>

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		rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.
Contractor's Risks	6.19	All risk 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.
	6.19.1	<b>Procuring Entity's use of Contractor's documents</b> As between the Parties, the Contractor shall retain the copy right 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: i. Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, 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 any computers supplied by the Contractor. 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.
	6.19.2	<b>Contractor's use Procuring Entity's Documents</b> 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.
	6.19.3	<b>Care and Supply of documents</b> 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. 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. 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

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		Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times. 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.
	6.19.4	<b>Delays in issuing drawings or instructions:</b> 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. 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 6.127 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.79 [Extension of Time for Completion]. 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, r delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time,
Confidential Details	6.20	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. 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 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.
<b>2. The Procuring Entity</b>		
Right of Access to the Site	6.21	The Procuring Entity shall give the Contractor right of access to, Site within 15 days of signing of the Contract .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 Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.  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 6.127 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed,  After receiving this notice, the Engineer-in-charge shall proceed to agree or determine these matters  However, if and to the extent that the Procuring Entity's failure was caused

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		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.
	6.21.2	The right and possession may not be exclusive to the Contractor.
Assistance by Procuring Entity	6.22	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. i. For the delivery of Goods, including clearance through customs, and ii. For the export of Contractor's Equipment when it is removed from the Site.
Procuring Entity's Personnel	6.23	The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other Contract or on the Site, co-operate with the Contractor's effort under Sub-Clause 6.34 [Co-operation], and take actions similar to those which the Contractor is required to take under Sub-Clause 6.35[Safety Procedures] and under Sub-Clause 6.42 [Protection of the Environment]
	6.23.1	<b>Procuring Entity's Claims :</b> 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 6.43 [Electricity, Water and Gas] for other services requested by the Contractor. 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. 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 6.27[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). 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
		<b>Quality Control :</b> The Procuring Entity shall have the right to exercise proper Quality Control measures. The Contractor shall provide a fully equipped field laboratory, testing personnel, consumables and other assistance at his cost to conduct such tests. The Quality Control shall be in three tiers : 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 organization or such other independent bodies of State Government/ the Department/ Organization 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

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		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.
	6.21.2	The right and possession may not be exclusive to the Contractor.
Assistance by Procuring Entity	6.22	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. i. For the delivery of Goods, including clearance through customs, and ii. For the export of Contractor's Equipment when it is removed from the Site.
Procuring Entity's Personnel	6.23	The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other Contract or son the Site, co-operate with the Contractor's effort under Sub-Clause 6.34 [Co-operation], and take actions similar to those which the Contractor is required to take under Sub-Clause 6.35[Safety Procedures] and under Sub-Clause 6.42 [Protection of the Environment]
	6.23.1	<b>Procuring Entity's Claims :</b> 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 6.43 [Electricity, Water and Gas] for other services requested by the Contractor. 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. 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 6.27[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). 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
		<b>Quality Control :</b> The Procuring Entity shall have the right to exercise proper Quality Control measures. The Contractor shall provide a fully equipped field laboratory, testing personnel, consumables and other assistance at his cost to conduct such tests. The Quality Control shall be in three tiers : 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 organization or such other independent bodies of State Government/ the Department/ Organization 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

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per Non Conformance Reports' if any, issued by the above mentioned agency or the Engineer-in-Charge.

### 3. Engineer-in-Charge

Duties and Responsibilities

6.24

The Executive Engineer of the concerned Division will function as the Engineer-in-Charge for the purpose of the Contract or the Procuring Entity shall appoint another engineer as the Engineer-in-charge, 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.

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 Procuring Entity before exercising specified authority, he shall have to obtain that approval.

6.24.1

The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer-in-charge.

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.

Except as otherwise stated in these Conditions:

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-compliance to specifications/ instructions of the Engineer-in-charge /Procuring Entity.

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.

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:

i. Sub-Clause 6.39.4[Unforeseeable Physical Conditions] agreeing or determining an extension of time and/or additional Cost.

ii. Sub-Clause 9[Right to Vary]:Instruction Variation, except:

(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].

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		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 forth with 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.
Delegation by Engineer-in-Charge	6.25	<p>The Engineer-in-charge may from time to time assign duty and delegate authority to assistant and may also revoke such assignment or delegation. The assistants may include an Assistant Engineer, and/or independent inspectors appointed to inspect and/or test items of work 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 6.27 [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 effects though the act had been an act of the Engineer-in-charge. However:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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.</li> </ol>
Instruction of the Engineer-in-Charge	6.26	<p>The Engineer-in-charge may issue to the Contractor (at any time) instructions. 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"> <li>gives a verbal instruction,</li> <li>receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working Days after giving the instruction, and</li> <li>does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer-in-charge or delegated assistant (as the case may be).</li> </ol>
	6.26.1	<p><b>Replacement of Engineer-in-Charge</b> : 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</p>

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		and contact details of the intended replacement of the Engineer-in-charge
Determinations	6.27	<p>Whenever these Conditions provide that the Engineer-in-charge shall proceed in accordance with this Sub-Clause 6.27 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 final 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 to 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	6.28	<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 15 days by the Engineer-in-Charge.</p>
<b>4. The Contractor</b>		
General Obligations and Contractor's personnel.	6.29	<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>
	6.29.1	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.
	6.29.2	The Contractor shall deploy experienced and competent personnel to execute the works. The quality of workmanship has to be as specified.

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		Personnel not found capable of good workmanship shall be removed and replaced with better workman.
	6.29.3	The Contractor shall, when ever 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 sign if cant alteration to the scar regimen 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.
	6.29.4	<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> <ol style="list-style-type: none"> <li>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.</li> <li>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 6.9 [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;</li> <li>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</li> <li>iv. prior to the commencement of the Tests on Completion, the Contractor shall submit the Engineer-in-charge the "as-built" drawings, designs and document sand, if applicable, operation and maintenance manuals in accordance with the Specification and insufficient 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.</li> </ol>
	6.29.5	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.
	6.29.6	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 works shall be borne by the Contractor.
	6.29.7	The cost of all water/power connections necessary for the execution of the Works and the cost of water consumed and hire charges of meter sand 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 waste water released during execution.
Compliance with the Code of Integrity	6.30	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:

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		<p>a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to in fluency improperly the action so f another party;</p> <p>b) "fraudulent practice" means any actor omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other be ne fit or to avoidant obligation;</p> <p>c) "coercive practice" means impairing or harming, or threat ending to impair or harm, directly or indirectly, any party or the property of the party to in flounce improperly the actions of a party;</p> <p>d) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including in flouncing improperly the actions of another party.</p>
	6.30.1	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.
	6.30.2	The Contractor shall permit the Procuring Entity to inspect the Contractor's account sand 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	6.31	<p>The Contractor shall have the option to furnish a Performance Security @ 3% of the Contract value, in Indian Rupees, in one of the following forms [<del>strike out which is not applicable</del>]:</p> <p>i. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>iii. 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</p> <p>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.</p> <p>iv. The Contractor shall have option to get the Performance Security deposited by deduction from his each running and final bill (Payment Certificate) @ 03% of the amount of the bill</p>
	6.31.1	<p>The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <p>i. when the Contractor does not execute the agreement within the specified time; after issue of letter of acceptance/ placement of work order; or</p>

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		<ul style="list-style-type: none"> <li>ii. when the Contractor fails to commence the work within the time specified; or</li> <li>iii. when the Contractor fails to complete the work satisfactorily within the time specified; or</li> <li>iv. when any terms and conditions of the contract is breached; or</li> <li>v. 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 another agreement, within 15 Days of the service of notice to this effect by Engineer-in-Charge; or</li> <li>vi. 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.</li> </ul> <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>
	6.31.2	<p>The Contractor shall ensure that the Performance Security remains valid up to a period 60 days beyond fulfilment 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 or 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. 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>
	6.31.2	<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> <ul style="list-style-type: none"> <li>i. In case of contracts relating to hiring of trucks and other T&amp;P, transportation including loading, unloading of materials, the amount of Performance Security will be refundable along with the final bill.</li> <li>ii. Ordinary repairs: 3 months after the completion of the Works, provided the final bill has been paid.</li> <li>iii. Original Works / Special Repair Works: Performance Security will be refunded six months after completion, or after expiry of one full 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.</li> <li>iv. In case of supply of materials: after 3 months of completion of supply, provided the final bill has been paid.</li> </ul> <p>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>
	6.31.3	<p>In the event of the Contract being determined or rescinded under any of the provisions of Clause 15, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Procuring Entity.</p>

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	6.31.4	<p><b>i. Additional Performance Security:</b> 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><b>ii.</b> 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>
Commencement of Work at the earliest. Record the commencement or start date.	6.32	<p>The Contract or 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.</p>
Contractor's Representative	6.33	<p>Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to action the Contractor's be half 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 with held 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 24 hours of such notice 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 6.26 [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</p>

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		<p>Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 6.9. 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.</p>
	6.33.1	<p><b>Sub- Contractor, nominated Sub- Contractor:</b> 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 6.103[Termination by Procuring Entity]. Details of the capability of such proposed Sub-Contractors (except the nominated Sub-Contractor named by the Engineer- in-charge) shall be approved by the Engineer-in-charge. The Contractor shall be responsible for the misconduct, acts or defaults of any Sub contractor, 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"> <li>i the Contractor shall not be required to obtain consent to suppliers solely of materials, or to a subcontract for which the nominated Sub contractor is named in the Contract.</li> <li>ii the prior consent/ approval of the Engineer-in-charge on capability documents of the sub-contract shall be obtained f or proposed Sub-Contractor;</li> </ul> <p>the Contractor shall give the Engineer-in-charge not less than 28 Day's notice of the intended date of the commencement of each Sub-Contractor's work, and of the commencement of such work on the Site. The Contractor shall ensure that the requirements imposed on the Contractor regarding Confidentiality as defined in the GCC Sub-Clause 6.20 [Confidential Details]shall apply equally to each nominated Subcontractor / Subcontractor</p>
Co-Operation	6.34	<p>The Contractor shall, as specified in the Contractor as instructed by the Engineer-in-charge, allow appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> <li>i) the Procuring Entity's Personnel,</li> <li>ii) any other Contractors employed by the Procuring Entity, and the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.</li> </ul> <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	6.35	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>i. prepare and submit for approval by the Engineer-in-charge an auditable safety plan at Site in accordance with relevant Code. The Contractor</li> </ul>

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		<p>shall comply with all applicable safety regulations;</p> <p>ii. take care for the safety of all persons entitled to be on the Site;</p> <p>iii use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;</p> <p>iv. provide fencing, lighting, guarding and watching of the works until completion and taking over under Sub-Clause 6.87 [Taking over of Works]; and</p> <p>v. provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, 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	6.36	<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 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 plus 15% as agency charges.</p>
Quality Assurance	6.37	<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> <p>i. 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.</p> <p>ii. 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/ Organization's laboratory and comparing the results with those carried out by the Contractor's Engineers; and</p> <p>iii. 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/ Organization, 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 &amp; 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> <p>The Contractor shall provide all assistance to conduct such tests</p>
	6.38	<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>

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		<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>
	6.39	<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>
	6.39.1	<p><b>Site Data:</b> 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 in to 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 responsible about the correctness of all such data and the Contractor shall confirm/ verify all such data at his own cost.</p>
	6.39.2	<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"> <li>the form and nature of the Site, including sub-surface conditions,</li> <li>the hydrological and climatic conditions,</li> <li>the extent and nature of the work and goods necessary for the execution and completion of the Works and the remedying of any Defects,</li> <li>the Laws, procedures and labour practices of India, particularly Rajasthan, and</li> <li>the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services</li> </ol>
	6.39.3	<p><b>Sufficiency of The Contracted Amount:</b> The Contractor shall be deemed to:</p> <ol style="list-style-type: none"> <li>have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and</li> <li>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 6.39.1[Site Data]. 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</li> </ol>

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**Unforeseeable Physical Conditions:** 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.

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.

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.

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 6.127 [Contractor's Claims] to:

- i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.79[Extension of Time for Completion],and
- ii. payment of any such Cost, directed to be incurred by the Contractor as approved extra item which shall be included in the Contract Price.

Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer-in-charge shall proceed in accordance with Sub-Clause 6.27[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 the Contractor, but the Engineer-in-charge shall not be bound by the Contractor's interpretation of any such evidence.

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 favourable than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favourable conditions were encountered, the Engineer-in-charge may proceed in accordance with Sub- Clause 6.27 [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

**Right of Way and Facilities :**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

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| Avoidance of interference with public conveniences | 6.40   | <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>   |
|  |        | <p>The Contractor shall not interfere unnecessarily or improperly with:</p> <ol style="list-style-type: none"> <li>i. the convenience of the public, or</li> <li>ii. 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 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.</li> </ol>   |
|  | 6.40.1 | <p><b>Access Routes to Site:</b> 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"> <li>i 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;</li> <li>iii the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;</li> <li>iv the Procuring Entity does not guarantee the suitability or availability of particular access routes; and</li> <li>v Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor</li> </ol> |
| Contractor's Equipment                             | 6.41   | <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                      | 6.42   | <p>The Contractor shall take all reasonableness to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property 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"> <li>i. 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</li> </ol>  |

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|                                |      | <p>Procuring Entity) in an orderly state appropriate to the avoidance of danger to such persons; and</p> <p>ii. 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.</p>   |
| Electricity, Water and Gas     | 6.43 | MCKN will provide electricity and water connection of desired capacity. The quantities consumed and the amounts due for such services shall be agreed or determined by the Engineer-in-charge. The Contractor shall pay these amounts to the service provider.   |
| Progress Reports               | 6.44 | <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 7Days 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> <p>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.</p> <p>ii. photographs(in adequate numbers) showing the status of progress of works on the Site;</p> <p>iii. copies of quality assurance documents, test results, test certificates of manufactured Materials and action taken on Third Party Quality Inspections by the Contractor;</p> <p>iv. list of notices given under Sub-Clause 6.127 [Contractor's Claims];</p> <p>v. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and</p> <p>vi. 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.</p> |
| Security of the Site and Works | 6.45 | <p>Unless otherwise stated in the Conditions:</p> <p>i. the Contractor shall be responsible for keeping unauthorized persons off the Site,</p> <p>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.</p> <p>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</p>  |

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|  |               | <p>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.</p> <p>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.</p>   |
| <p>Contractor's Operations on Site</p> | <p>6.46</p>   | <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, colour 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 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 fulfil obligations under the Contract.</p> |
|  | <p>6.46.1</p> | <p><b>Fossils/ antiques and articles of value:</b> 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</p> <p>i. Engineer-in-charge and shall be entitled subject to Sub-Clause 6.127 [Contractor's Claims] to: an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.79 [Extension of Time for Completion]; and</p> <p>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</p>  |

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|  |      | accordance with Sub-Clause 6.27 [Determinations] to agree or determine these matters.   |
| Completion Plans to be Submitted by the Contractor         | 6.47 | The Contractor shall submit completion drawings, designs within thirty Days of the virtual completion of the Works. In case, the Contractor fails to submit the completion drawings, designs as a fore said, the Engineer-in-charge shall be authorised to get these as built drawings, designs and other data prepared in 6 copies (4 hard and two soft) at the cost of the Contractor.  |
| Contractor to Supply Tools & Plants etc.                   | 6.48 | 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. 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 actual Cost +15% as agency charges to the Contractor, under this Contract or otherwise and/ or from his Performance Security or the proceeds of sale thereof, or of a sufficient portion thereof. |
| Changes in the firm's constitution to be in ime            | 6.49 | 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 6.33.1 [Sub-Contractor, nominated Sub-Contractor] and the same action may be taken and the same consequences shall ensue as provided in the Sub-Clause 6.103 [Termination by Procuring Entity]  |
| <b>5. Sub-Contractor and Nomination of Sub-Contractor</b>  |      |   |
| Sub Contractor   | 6.50 | Deleted   |
| <b>6. Engagement of Staff and Labour by the Contractor</b> |      |   |
| Staff and Labour   | 6.51 | <p>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.</p> <p>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.</p> <p>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</p>  |

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|   |      | 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 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.  |
| Employment of Technical Staff and other Employees   | 6.52 | 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.  |
|   | 6.53 | The technical staff should always be available at site whenever required by Engineer- in- charge to take instructions. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, 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.  |
| Responsibility of the Technical Staff and employees | 6.54 | 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              | 6.55 | <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><b>Explanation:</b> "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-fulfilment of the conditions of the Contract, for the benefit of the worker or the</p> |

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|  |      | <p>workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the Contract, or as a result of non-observance of the aforesaid regulations.</p> <p>Vis-à-vis the State Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his Sub-Contractors.</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 | 6.56 | 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                                      | 6.57 | <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> <p>i. otherwise stated in the Contract,</p> <p>ii. the Engineer-in-charge gives consent, or</p> <p>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.</p>  |
| Facilities for Staff and Labour                    | 6.58 | <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                                    | 6.59 | <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> |

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| Contractor's Superintendence                | 6.60 | Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the Works.<br>Super intendencies shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 6.9 [ 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.  |
| Contractor's Personnel                      | 6.61 | 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:<br>i. persists in any misconduct or lack of care,<br>ii. carries out duties incompetently or negligently,<br>iii. fails to conform with any provisions of the Contract, or<br>iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment.<br>If appropriate, the Contractor shall the name point (or cause to be appointed) a suitable replacement person. |
| Supply of Food Stuffs                       | 6.62 | 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                             | 6.63 | MCKN will provide water connection of desired capacity at the project site.   |
| Measures against Insect and Pest Nuisance   | 6.64 | 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                   | 6.65 | 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 thereof by Contractor's Personnel. He shall also not allow the consumption of such Alcoholic Liquor/Drugs at Site during working hours.   |
| Arms and Ammunition                         | 6.66 | 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 | 6.67 | 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  | 6.68 | 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 the threat of a fine 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                 | 6.69 | 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             | 6.70 | The Contractor shall respect the Country's recognized festivals, day and religious or other customs.   |
| Employment Records of Workers               | 6.71 | 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.  |
| Compliance with Labour Laws                 | 6.72 | 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.<br>The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.   |
| Payment of Wages                            | 6.73 | i. The Contractor shall pay to labour employed by him either directly or through Sub-Contractors, wages not less than minimum wages.<br>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.   |
| Penalty for non-compliance with Labour Laws | 6.74 | 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 unauthorized 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.<br>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-fulfilment 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.<br>iii. Under the provision of Minimum Wages (Central) Rules 1950, the 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 |

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|  |      | <p>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 Act, 1970, or the modifications thereof or any other relevant Labour Laws and the rules made there under 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> |
| <b>7. Execution of works and workmanship</b> |      |  |
| Manner of Execution                          | 6.75 | <p>The Contractor shall carry out works, the production of mixes, the procurement of input materials, and all other execution of the Works:</p> <ol style="list-style-type: none"> <li>in the manner (if any) specified in the Contract,</li> <li>in a proper workman like and careful manner, in accordance with recognized good practices, and</li> <li>with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract.</li> </ol>   |
| <b>8. Commencement of Works</b>              |      |  |
| Commencement of Works                        | 6.76 | <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 fulfilment and instructing to commence the Work is received by the Contractor:</p> <ol style="list-style-type: none"> <li>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;</li> <li>delivery to the Contractor of reasonable evidence of the Procuring Entity's Financial arrangements;</li> <li>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 6.21 [Right of Access to the Site] as required for the commencement of the Works;</li> </ol> <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</p>  |

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|                                  |      | commencement and stipulated completion shall be entered in the Contract Agreement.   |
|                                  | 6.77 | 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.  |
| Time for Completion              | 6.78 | 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: <ul style="list-style-type: none"> <li>i. achieving the passing of the Tests on Completion, and</li> <li>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].</li> <li>iii. Completion of as built drawings and a manual for maintenance and operations, if required.</li> <li>iv. Completion of each mile stone as per the current (original updated every month) construction programme.</li> <li>v. Rectification and or reconstruction of all deficient items of work or works /items of works for which 'Non Conformance Reports' were issued.</li> <li>vi. Restoration of the approach roads, fencing and appurtenant works damaged during execution of the Contracted project and clearance of Site.</li> </ul>   |
| Extension of Time for Completion | 6.79 | The Contractor shall be entitled subject to Sub-Clause 6.127 [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: <ul style="list-style-type: none"> <li>i. 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,</li> <li>ii. a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,</li> <li>iii. exceptionally adverse climatic conditions, excluding the rains, high or low variations in temperatures,</li> <li>iv. Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or Governmental actions, or</li> <li>v. any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other Contractors</li> </ul> <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 6.127 [Contractor's Claims].</p> |
| Delays Caused by Authorities     | 6.80 | If the following conditions apply, namely: <ul style="list-style-type: none"> <li>i. the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,</li> <li>ii. these authorities delay or disrupt the Contractor's work, and</li> <li>iii. the delay or disruption was Unforeseeable,</li> </ul> <p>Then this delay or disruption will be considered as a cause of delay under Sub-Clause 6.79 [Extension of Time for Completion].</p>   |
| Rate of progress of works.       | 6.81 | 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   |

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|  |             | <p>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> <ol style="list-style-type: none"> <li>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, 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.</li> <li>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 pay these Costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.9 below.</li> <li>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</li> </ol> <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 labour unemployed to the extent considered reasonable by the Engineer-in-charge.</p> |
| <p>Compensation/<br/>Damages for Delay<br/>(Liquidated<br/>Damage)</p> | <p>6.82</p> | <ol style="list-style-type: none"> <li>a. If the Contractor fails to maintain the required progress in terms of Sub-Clause 6.79 [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 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 6.79 [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.</li> <li>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</li> </ol>  |

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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:-

| A. Time Span of full stipulated period   | 1/4 <sup>th</sup> (.Days)   | 1/2 <sup>th</sup> (.Days) | 3/4 <sup>th</sup> (.Days) | Full (Days) |
|--|---|---------------------------|---------------------------|-------------|
| B. Work to be completed in terms of money  | 1/8 <sup>th</sup> (Rs)  | 3/8 <sup>th</sup> (Rs)    | 3/4 <sup>th</sup> (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.<br>Delay exceeding one fourth of the prescribed time span but not exceeding half of the prescribed time span - 5% of the work remained unexecuted.<br>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.<br>Delay exceeding three fourth of the prescribed time span - 10% of the work unexecuted. |                           |                           |             |

**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.

**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.

- c. The Contractor shall further be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the Bid.
- 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.
- 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

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|                         |         | <p>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 Work         | of 6.83 | 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   |
|                         | 6.83.1  | <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> <ol style="list-style-type: none"> <li>i. on account of any default on the part of the Contractor; or</li> <li>ii. for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or</li> <li>iii. for safety of the Works or part thereof.</li> </ol> <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 suspended work forms apart,</p>  |
| Consequences Suspension | of 6.84 | <p>If the Contractor suffers delay and/ or incurs Cost from complying with the Engineer-in-charge's instructions under Sub-Clause 6.83 [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 6.127 [Contractor's Claims] to:</p> <ol style="list-style-type: none"> <li>i. An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.79 [Extension of Time for Completion], and</li> <li>ii. Payment of any such Cost, which shall be included in the Contract Price.</li> </ol> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 6.27 [Determinations] to agree or determine these matters. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in making good the</p>   |

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|  |        | 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 6.83 [Suspension of Work].  |
| Payment for Plant and Materials in Event of Suspension | 6.84.1 | 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:<br>i. the work on Plant or delivery of Plant and/ or Materials has been suspended for more than 28 Days, and<br>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   |
| Prolonged Suspension                                   | 6.85   | If the suspension under Sub-Clause 6.83 [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 6.108.1 [Termination by Contractor].  |
| Resumption of Work                                     | 6.86   | 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].  |
|  | 6.86.1 | 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 |
|  | 6.86.2 | Action when Work executed with unsound materials, imperfect and unskilled workman ship: 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 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  |

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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.

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

**9. Deviations, variations and adjustments: Deleted**

**10. Price Variation: As defined in RFP**

**11. Tests on completion : Deleted**

**12. Taking over of the Works and Sections by Procuring Entity**

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| Taking over of works.             | 6.87 | The work shall be taken over by the procuring entity when work have been completed as per bid documents  |
| Taking over of Parts of the Works | 6.88 | The engineer in charge may , at the sole discretion of the procuring entity , issue a taking over certificate for any part of the permanent work |

**13. Defect Liability – deleted**

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| Performance Certificate | 6.89 | 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.<br>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.<br>Only the Performance Certificate shall be deemed to constitute acceptance of the Works. |
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**14. Contract Price, Payment and Lien**

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| Contract price | 6.90 | Unless otherwise stated in the Particular Conditions: |
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|  |      | <p>i. the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract;</p> <p>ii. the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract.</p> <p>iii. 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:<br/>(a) of the Works which the Contractor is required to execute,</p> <p>iv. 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.</p>   |
| Application for Interim Payment Certificates (Running Account Bills) | 6.91 | 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 work performed, deductions, etc. as applicable, together with supporting documents which shall include the report on the progress during this month.  |
| Issue of Interim Payment Certificates                                | 6.92 | <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> <p>i. 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</p> <p>ii. 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> <p>The Engineer-in-charge may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer-in-charge's acceptance, approval, consent or satisfaction.</p> |
| Payment of an Interim Payment Certificate                            | 6.93 | 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 (including the bill against the quantity of the waste collected, transported and processed at processing plant on per ton basis as quoted by the contractor for Part-A) in the previous month and the Engineer-in-charge shall take or cause to be  |

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|  |      | 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.   |
| Recovery of Cost of Water and Electricity consumed by the Contractor | 6.94 | Deleted  |
| Application for issue of final completion certificate                | 6.95 | 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                                | 6.96 | 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  | 6.97 | <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> |

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**शेर नृत्य**  
**रंगोत्सव की सुवास विवेचना शेर नृत्य**

शेर नृत्य, जेठार के इतिहास इलाकों में फसल कटाई के समय फाल्गुन

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| <p>Final 6.98</p>                                  | <p>The final value of the acceptable works done, less payments already received, value of claims raised and paid, value of claims not paid along with 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. 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 period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with accounts of advances, Materials issued, Machinery &amp; Equipment lent on hire by the Procuring Entity, dismantled Materials, etc.</p>  |
| <p>Payment of Contractor's Bills to Banks 6.99</p> | <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. 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>  |
|  | <p>6.99.1</p> <ol style="list-style-type: none"> <li>1. <b>Payment for the contract:</b> The contractor should quote the banker's name, branch and account number, so that the payment will be made in contractor's account in their respective branch of the bank. In case there are changes, the contractor shall have liberty to inform the necessary changes so far as account no. and names of the bank are connected. The payment shall be made in Rupee (INDIAN) only.</li> <li>2. The clauses of penalty shall be as described in the terms and conditions / specifications / special directives / special conditions / above said and here under and those shall be binding on the contractor.</li> <li>3. The payment to the contractor shall be made on Monthly bill basis on behalf of measurement of proceed volume by total station survey. The contractor shall submit bills to the Kota Municipal Corporation's designated officials by 5th of every month.</li> <li>4. Relationship with the contractor's suppliers and service providers all transactions between the contractor and third parties shall be carried out as between the two principals without any reference to committing or purporting to commit the Corporation in any manner for this worm the contractor should give undertaking to make such third parties fully aware that the contractor has no authority to bind the Corporation in any manner.</li> </ol> |

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| <p>Withholding and lie<br/>subject of sums<br/>due from Contractor</p> | <p>6.100</p> | <p>5. Legal jurisdiction for purpose of any matter in this Bid Document / contract agreement shall be the Kota, District Kota, (Rajasthan).-<br/>327001</p> <p>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 of 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 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 overpayment 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 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> |
| <p>Levy or Taxes payable by Contractor</p>                             | <p>6.101</p> | <p>i. 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</p>   |

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supply of the red earth, moorum, sand, chips, bajri, stone, konkar, 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.

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 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.

iv. In respect of goods and Materials procured by the Contractor, for use in Works under the Contract, GST 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 GST shall be that of the Procuring Entity.

Adjustments for changes in Legislation

6.102

Shall be applicable if any change

**15. Termination of Contract by Procuring Entity**

Termination by Procuring Entity

6.103

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:

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.

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 manager or which entitle the Court to make a winding up order.

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.

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

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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.

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.

vi If the Contractor sublets the Works or a part of Works without specific permission of the Procuring Entity/ Engineer-in-charge.

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.

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:

(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.

(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.

(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 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.

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

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| <p>Contractor liable to pay compensation even if action not taken under Sub-Clause 6.103 above</p> | <p>6.104</p> | <p>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> <p>i In any case in which the powers conferred upon the Engineer-in-Charge by Sub-Clause 6.108.1 [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>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 6.108.1, 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> |
| <p>Valuation at the date of termination:</p>   | <p>6.105</p> | <p>As soon as practicable after a notice of termination under Sub-Clause 6.108.1 has taken effect, the Engineer-in-charge shall proceed in accordance with Sub-Clause 6.27 [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.</p>  |
| <p>Payment after Termination</p>   | <p>6.106</p> | <p>After a notice of termination under Sub-Clause 6.108.1 has taken effect, the Procuring Entity may:</p> <ul style="list-style-type: none"> <li>i proceed in accordance with Sub-Clause [Procuring Entity's]</li> <li>ii 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 allowing for any sum due to the Contractor under Sub-Clause 6.105. After recovering</li> </ul>  |

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| <p>Procuring Entity's Entitlement to Termination for Convenience</p> | <p>6.107</p>   | <p>any such losses, damages and extra Costs, the Procuring Entity shall pay balance to the Contractor, if any.</p> <p>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.</p>   |
|  | <p>6.107.1</p> | <p><b>Corrupt, Fraudulent, Collusive or Coercive Practices:</b> 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"> <li>i terminate the Contract and expel him from the Site,</li> <li>ii forfeit or encash performance security and any other security or bond relating to this Contract,</li> <li>iii recover the payments made under the Contract along with interest thereon at bank rate,</li> <li>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 6.103.</li> </ul> <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> <li>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;</li> <li>ii —fraudulent practice means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;</li> <li>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;</li> </ul> <p>—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> |

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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 Clause 6 [Contractor's Personnel].

6.107.2

**Termination of Contract on death of Contractor:** 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**

Contractor's Entitlement to Suspend of work

6.108

If the Engineer-in-charge fails to certify an Interim Payment Certificate in accordance with Sub-Clause 6.92 [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 6.93 [Payment of an Interim Payment Certificate], the Contractor may, after giving not less than 21 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.

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.

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 6.127[Contractor's Claims ] to:

- i an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.79 [Extension of Time for Completion],and
- ii 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 6.27 [Determinations] to agree or determine these matters.

6.108.1

**Termination by Contractor:** The Contractor shall be entitled to terminate the Contract if:

- 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 6.93 [Payment of an Interim Payment Certificate] within which payment is to be made (except for deductions in accordance with Sub-Clause 6.23.1[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 6.85 [Prolonged Suspension ],or
- iv the Contractor does not receive the Engineer-in- charge's

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|                                      |         | instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 6.76 [Commencement of Works].<br>In any of these events or circumstances, the Contractor may, upon giving 28 Days' reasoned notice to the Procuring Entity, terminate the Contract.   |
|                                      | 6.108.2 | <b>Cessation of Work and Removal of Contractor's Equipment:</b> After a notice of termination under Sub-Clause 15 [Termination of Contract by Procuring Entity], Sub-Clause 6.108.1 [Termination by Contractor] or Sub-Clause 6.120. [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly: <ul style="list-style-type: none"> <li>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,</li> <li>ii hand over Contractor's Documents, as built drawings, Plant, Materials and other work, for which the Contractor has received payment, and remove all other Goods from the Site, except as necessary for safety, and leave the Site.</li> </ul>   |
|                                      | 6.108.3 | <b>Payment on Termination:</b> After a notice of termination under Sub-Clause 6.108.1 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly pay the Contractor in accordance with Sub-Clause 6.120 [Optional Termination, Payment and Release].  |
| <b>18. Risk and responsibilities</b> |         |  |
| Indemnities                          | 6.109   | 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: <ul style="list-style-type: none"> <li>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, wilful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and</li> <li>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, wilful 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.</li> </ul> |
| Contractor's Care of the Works       | 6.110   | 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.  |

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|  |       | <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 6.112 [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>  |
|  | 6.111 | <p>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.</p>   |
| Procuring Entity's Risks.                | 6.112 | <p>The risks referred to in Sub-Clause 6.113 [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"> <li>i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>ii. rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,</li> <li>iii. riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,</li> <li>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,</li> <li>v. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,</li> <li>vi. use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,</li> <li>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</li> <li>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.</li> </ul> |
| Consequences of Procuring Entity's Risks | 6.113 | <p>If and to the extent that any of the risks listed in Sub-Clause 6.112 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 6.127 [Contractor's Claims ] to:</p> <ul style="list-style-type: none"> <li>i. An extension of time for any such delay, if completion is or will be delayed, under Clause 6.79 [Extension of Time for Completion], and</li> </ul>  |

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| Intellectual and Industrial Property Rights | 6.114 | <p>il. 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 Clause 6.27 [Determinations] to agree or determine these matters.</p> <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> <ul style="list-style-type: none"> <li>(a) an unavoidable result of the Contractor's compliance with the Contract, or</li> <li>(b) a result of any Works being used by the Procuring Entity: <ul style="list-style-type: none"> <li>(a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or</li> <li>(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</li> </ul> </li> </ul> <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 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.</p> |
| Limitation of Liability                     | 6.115 | <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 6.82 [Compensation/ Damages for Delay]; Sub-Clause 6.106 [Payment after Termination]; Sub-Clause 6.108.3 [Payment on Termination]; Sub-Clause 6.109 [Indemnities]; Sub-Clause 6.110 [Contractor's Care of the Works], Sub-Clause 6.113 [Consequences of Procuring Entity's Risks] and Sub-Clause 6.114. [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 6.43 [Electricity, Water and Gas], and use of Procuring Entity's Equipment and Materials AS per instruction of engineer - in charge</p>  |

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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.

**19. Force Majeure**

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| <p><b>Definition of Force Majeure</b></p>   | <p><b>6.116</b></p> | <p>In this Sub-Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> <li>i. which is beyond a Party's control,</li> <li>ii. which such Party could not reasonably have provided against before entering into the Contract,</li> <li>iii. which, having arisen, such Party could not reasonably have avoided or overcome, and</li> <li>iv. which is not substantially attributable to the other Party.</li> </ul> <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> <ul style="list-style-type: none"> <li>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>(b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,</li> <li>(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,</li> <li>(d) 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</li> <li>(e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</li> </ul> |
| <p><b>Notice of Force Majeure</b></p>       | <p><b>6.117</b></p> | <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>  |
| <p><b>Duty to Minimize Delay</b></p>        | <p><b>6.118</b></p> | <p>Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>  |
| <p><b>Consequences of Force Majeure</b></p> | <p><b>6.119</b></p> | <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 6.117 [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 6.127 [Contractor's Claims ] to:</p>   |

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|   |       | <p>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.79 [Extension of Time for Completion], and</p> <p>ii. if the event or circumstance is of the kind described in Sub-Clause 6.116 [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 destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 6.123 [Insurance for Works and Contractor's Equipment].</p> <p>After receiving this notice, the Engineer-in-charge shall proceed in accordance with Sub-Clause 6.27 [Determinations] to agree or determine these matters.</p>  |
| Optional Termination, Payment and Release | 6.120 | <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 6.117 [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 6.108.2 [Cessation of Works and Removal of Contractor's Equipment].</p> <p>Upon such termination, the Engineer-in-charge shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <p>i. the amounts payable for any acceptable work carried out for which a price is stated in the Contract;</p> <p>ii. 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;</p> <p>iii. other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;</p> <p>iv. the Cost of removal of Temporary Works and Contractor's Equipment from the Site.</p> |
| Release from Performance                  | 6.121 | <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 fulfil 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 6.120 [Optional</p>  |

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Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 6.120.

6.120. Insurance  
General Requirements for Insurance

6.122

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.

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.

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.

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.

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.

The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:

- i. evidence that the insurances described in this Sub-Clause have been effected, and
- ii. copies of the policies for the insurances described in Sub-Clause 6.123 [Insurance for Works and Contractor's Equipment] and Sub-Clause 6.124 [Insurance against Injury to Persons and Damage to Property].

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.

Each Party shall comply with the conditions stipulated in each of the 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.

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.

If the insuring Party fails to effect and keep in force any of the insurances it

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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.

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.

Payments by one Party to the other Party shall be subject to Sub-Clause 6.23.1 [Procuring Entity's Claims] or Sub-Clause 6.127 [Contractor's Claims], as applicable.

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|   |              | <p>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 6.23.1 [Procuring Entity's Claims] or Sub-Clause 6.127 [Contractor's Claims], as applicable.</p>  |
| <p>Insurance for Works and Contractor's Equipment</p> | <p>6.123</p> | <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 6.122 [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"> <li>i. shall be effected and maintained by the Contractor as insuring Party,</li> <li>ii. 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,</li> <li>iii. shall be extended to cover liability for all loss and damage from any cause not listed in Sub-Clause 6.112 [Procuring Entity's Risks],</li> <li>iv. 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 6.112 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, and</li> </ol> <p>iv. may however exclude loss of, damage to, and reinstatement of:</p> |

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|  |           | <p>(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),</p> <p>(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</p> <p>(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.</p>   |
| Insurance against Injury to Persons and Damage to Property | 6.124     | <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 6.123 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 6.125 [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> <ol style="list-style-type: none"> <li>shall be effected and maintained by the Contractor as insuring Party,</li> <li>shall be in the joint names of the Parties,</li> <li>shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 6.123 [Insurance for Works and Contractor's Equipment] arising out of the Contractor's performance of the Contract, and</li> <li>may however exclude liability to the extent that it arises from: <ol style="list-style-type: none"> <li>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,</li> <li>damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any Defects, and</li> <li>a cause listed in Sub-Clause 6.112 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.</li> </ol> </li> </ol> |
| Insurance Contractor's Personnel                           | for 6.125 | <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>  |

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Claims, disputes and Arbitration

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| recovery           | 6.126   | 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.   |
|                    | 6.126.1 | 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 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.  |
| Contractor's Claim | 6.127   | <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"> <li>this fully detailed claim shall be considered as interim;</li> <li>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</li> <li>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</li> </ol> |

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**संयोजक की सुवास विवेकता गैर नृत्य**

पाली, बाढ़नेर, मेवाड़ के शमीण इलाकों में काल काटाई के समय फालगुन आने की गैर नृत्य शुरु हो जाता है। इस समय नृत्य में पुरुष और महिला नर्तक अपने

**प्रकृति के**

पाली, बाढ़ीमर, मेवाड़ के ग्रामीण इलाकों में फसल कटाई के समय फलफूल लपटो ही गैर नृत्य शुरू हो जाता है। इस लपटो नृत्य में पुरुष और महिला नर्तक अपने हाथ में खाण्डा (लकड़ी की छड़ी) लेकर लाल-सफेद रंग की लम्बी घेरदार पोशाक में

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|                    |         | <p>period as may be proposed by the Contractor and approved by the Engineer-in-charge.</p> <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 6.27 [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 6.79 [Extension of Time for 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 6.128 [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 | 6.128   | The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Appendix B.  |
|                    | 6.128.1 | The disputes which remain unresolved by the Dispute Resolution Board may be referred by either Party to Arbitration.  |
| Site Visit         | 6.129   | The Bidder is advised to visit and examine the service area under Municipal Corporation Limits of KMCN and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for collection and transportation of MSW. The costs of visiting the service area shall be at the Bidder's own expenses.  |
| Escalation         |         | No Escalation.  |

Taj



Appendix B  
Dispute Resolution During Execution of the Contract

1.1 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.

1.2 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 retainer ship 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.

*[Handwritten signature]*

रंगोत्सव की सुवार्ता विद्योत्सा गौर मृत्यु  
प्राची बाइपेर, मेवाड़ के प्राचीन इलाकों में फसल उत्पादों के समय फासुन

- 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.

*Tej*

लगाते ही नैर नृत्य शुरू हो जाता है। इस लयबद्ध नृत्य में पुरुष और महिला नर्तक अपने हाथ में खाण्डा (लकड़ी की छड़ी) लेकर लाल-सफेद रंग की लम्बी घेरदार पोशाक में युद्ध की अशिम पंक्ति की अनुभूति करते हुए नाचते हैं। नैर नृत्य में डोल, बाँकिया और

3

المادة 60: يقرر إنشاء ديوان  
مجلس الدولة الذي يترأسه  
رئيسه الذي يعينه المجلس  
ويعزله المجلس على اقتراح  
رئيسه لمدة خمس سنوات  
تجديدية.

المادة 61: يقرر إنشاء ديوان  
مجلس الدولة الذي يترأسه  
رئيسه الذي يعينه المجلس  
ويعزله المجلس على اقتراح  
رئيسه لمدة خمس سنوات  
تجديدية.

المادة 62: يقرر إنشاء ديوان  
مجلس الدولة الذي يترأسه  
رئيسه الذي يعينه المجلس  
ويعزله المجلس على اقتراح  
رئيسه لمدة خمس سنوات  
تجديدية.

المادة 63: يقرر إنشاء ديوان  
مجلس الدولة الذي يترأسه  
رئيسه الذي يعينه المجلس  
ويعزله المجلس على اقتراح  
رئيسه لمدة خمس سنوات  
تجديدية.

المادة 64: يقرر إنشاء ديوان  
مجلس الدولة الذي يترأسه  
رئيسه الذي يعينه المجلس  
ويعزله المجلس على اقتراح  
رئيسه لمدة خمس سنوات  
تجديدية.

المادة 65: يقرر إنشاء ديوان  
مجلس الدولة الذي يترأسه  
رئيسه الذي يعينه المجلس  
ويعزله المجلس على اقتراح  
رئيسه لمدة خمس سنوات  
تجديدية.

|    |   |   |
|----|---|---|
| 3  | Tampering of records at weighbridge or submission of manipulated records or any malpractice (i.e. Such as disposal of unprocessed Legacy Waste or fines) which will affect quantity & quality of work done.   | 30,000 INR Per incident   |
| 4  | Malfunction/technical problems in weighment system is not rectified within 24 Hrs   | Rs. 2,000 per hour starting after 24 hrs of permissible repairing time. |
| 5  | Plant closure longer than a continuous period of 3 days   | Rs. 5,000 for every day of plant closure.                               |
| 6  | Operation of the plant less than 26 day in a month  | Rs. 5,000 for every day less than 26 days in a month.                   |
| 7  | Processing less quantity of waste than designed for a particular stage.   | 3% of submitted bill amount   |
| 8  | If fire at site is not stopped within 24 hrs.   | Rs. 25,000 per hr. after 24 hrs.  |
| 9  | Safety measures/Safe disposal not taken as per the guidelines issued by the Central Pollution Control Board from time to time and the Manual on Municipal Solid Waste Management published by the Ministry of Urban Development and updated from time to time | Rs.5000 per fault per Incident  |
| 10 | Outcome product not dispose as per prescribed norm after 20 days  | 1,000 per day   |

*Langi*

**Section VII : Contract Documents**

*Handwritten signature*

10 7 23 13 5

7 12, 13, 14, 10, 40, 41 (कुल 12)  
प्राप्त

Chapter 19 - Functions

Table of Contents

- 1. Introduction
- 2. Functions
- 3. Graphs of Functions
- 4. Inverse Functions

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| Page: _____    |    |    |
| Chapter: _____ |    |    |

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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 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: Commissioner,  
Municipal Corporation Kota North.

Designation: .....



गौर नृत्य  
गोपाल की सुवास विखेस्ता गौर नृत्य  
गुरुदेव, मेवाड़ के प्राचीन इलाकों में फलल कटाई के समय फललुन  
गुरुदेव, मेवाड़ के प्राचीन इलाकों में फलल और महिला मर्कक अपने

प्रकृति

2. **Contract Agreement (1) With Municipal Corporation Kota North**  
(on stamp duty of appropriate value as per RTTP Act & Rules)

**Contract Agreement**

THIS AGREEMENT made the .....day of ....., between the  
Governor of Rajasthan/ ..... [Municipal Corporation Kota North].....

(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:

WHERE AS the *Procuring Entity* desires that the Works known as [name of  
**The Contract**] should be executed by the Contractor, and has accepted a Bid  
by the Contractor for the execution and completion of these Works and the  
remedying of any defects therein, and for which the Contractor has submitted  
Performance Security for Rupees \_\_\_\_\_ in the form of \_\_\_\_\_  
----- (For Municipal Corporation Kota North)

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 along with the correspondence done  
on it, if any;
  - c) the Special Conditions of Contract/ Contract Data;
  - d) the General Conditions of Contract;
  - e) the Specifications;
  - f) the Drawings; and
  - g) the Instructions to Bidders and Notice Inviting Bids including  
Procurement Entity's Requirement
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

*Tanj*

|   |    |   |    |   |
|---|----|---|----|---|
| 6 | 14 | 7 | 13 | 5 |
|---|----|---|----|---|

गैर नृत्य  
संगोत्सव की सुलभ विखरेता गैर नृत्य  
केन्द्र के प्राचीन इलाकों में फलस कटार्ड के समय फाल्गुन



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

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

Signed by ..... Signed by.....  
for and on behalf of the Governor/Corporation Entity for and on behalf the Contractor (Commissioner, Municipal Corporation Kota North)

in the presence of \_\_\_\_\_ in the presence of \_\_\_\_\_

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

*Tej*

14 7 13  
नगर नृत्य  
रंगोत्सव की युवास विसेस्ता नगर नृत्य

### 3. Performance Security

#### Performance Security

..... [Bank's Name, and Address of Issuing Branch or Office].....

Beneficiary: [Name and Address of Procuring Entity (Commissioner, Municipal Corporation Kota North)].....

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.

*[Handwritten signature]*

|   |   |    |    |    |    |    |    |    |    |
|---|---|----|----|----|----|----|----|----|----|
| 6 | 7 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|   |   |    |    |    |    |    |    |    |    |

#### 4. Contract Agreement Works

##### Contract Agreement Works

THIS AGREEMENT made this . . . day of . . . 2021., between Municipal Corporation Kota North, (hereinafter "the Employer"), of the one part and M/S..... (herein after "the Contractor"), of the other part:

WHERE AS the Employer desires that the Works known as

.....  
and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein for one year under this contract in conformity with the provisions of the contract in all respect.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) Notice to Proceed
  - b) the Letter of Acceptance;
  - c) the Bid
  - d) the Addenda and Corrigendum
  - e) the Special Conditions
  - f) the General Conditions
  - g) the Specifications;
  - h) the Drawings;
  - i) Instructions to Bidders and Notice Inviting Bids including Procurement Entity's Requirement
  - j) the Priced Bill of Quantities and
  - k) The Schedule of Supplementary information,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

*Tanj*

श्री महाराष्ट्र मो. नं. 97/2000  
एम कोटा। मो. नं. 38, 39, 18, 19, 17, 16, 12

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

Signed by

Commissioner  
Municipal Corporation Kota North.  
for and on behalf of the Employer

Witness, Name, Signature, Address

Witness, Name, Signature, Address

Signed by

for and on behalf the Contractor

*[Handwritten signature]*

9 16 23 30  
16 7 13 5

एम् कोटा  
18, 19, 38, 39  
17, 16, 15, 14, 13, 12  
(कुल 12)

(iv) न्यूनतम मजदूरी अधिनियम 1948 (केंद्रीय अधिनियम 11, वर्ष 1948) के वैधानिक प्रावधानों की अनुपालना का दायित्व सम्बन्धित संवेदक का होगा।

(v) राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत संवेदक ही उक्त प्रकार की बोली में भाग लेने हेतु अर्हत होंगे। पंजीकरण प्रमाण-पत्र की सत्यापित प्रतिलिपि पूर्ण रूप से भरे हुए बोली दस्तावेज के साथ सम्बन्धित उपापन संस्था को प्रस्तुत की जायेगी।

(vi) यदि किसी उपापन संस्था को अंशकालिक (Part&time) मानव संसाधन की सेवाओं की 4 घण्टे से कम अवधि के लिये आवश्यकता हो तो ऐसी अंशकालिक सेवा का बोली दस्तावेजों में स्पष्ट उल्लेख करते हुए सम्बन्धित उपापन संस्था द्वारा बिड सम्बन्धी कर्षवाई की जायेगी। ऐसे अंशकालिक मानव संसाधन जिनकी सेवाएं 4 घण्टे से कम अवधि के लिए की जायेगी उन्हें उनकी सेवाओं के विरुद्ध न्यूनतम मजदूरी की गणना श्रम विभाग द्वारा समय-समय पर निर्धारित न्यूनतम मजदूरी की 50 प्रतिशत राशि पर की जायेगी।

(vii) संवेदक द्वारा नियोजित श्रमिकों को मजदूरी का भुगतान अनिवार्य रूप से उनके बैंक खाते में ही किया जायेगा। सम्बन्धित संवेदक द्वारा नियोजित श्रमिकों के बैंक खातों में जमा कराई गई राशि का विवरण सम्बन्धित उपापन संस्था को आगामी माह के मासिक बिल के साथ अनिवार्य रूप से प्रस्तुत किया जायेगा। श्रमिकों के बैंक खातों में जमा कराई गई राशि के विवरण बाबत उपापन संस्था की संतुष्टि होने पर ही संवेदक को आगामी माह के बिल का भुगतान किया जायेगा।

(viii) श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी दर के अनुसार श्रमिकों को मजदूरी के भुगतान करने का दायित्व सम्बन्धित संवेदक का होगा।

(ix) श्रमिकों को निर्धारित न्यूनतम मजदूरी का भुगतान सुनिश्चित करने के लिये सविदा अवधि के दौरान न्यूनतम मजदूरी दर में श्रम विभाग की अधिसूचना से समय-समय पर वृद्धि होने पर उपापन संस्था द्वारा संवेदक को बढ़ी हुई न्यूनतम मजदूरी की सीमा तक अन्तर राशि का भुगतान किया जा सकेगा।

(x) संवेदक को राज्य/केंद्र सरकार की नवीनतम दरों के अनुसार अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ एवं ई.एस.आई जमा कराना होगा, जिसमें नियोजित श्रमिकों की मजदूरी राशि से कटौती और संवेदक का अंशदान शामिल होगा। संवेदक द्वारा अपने आगामी माह के बिल के साथ गत माह के फटे श्रमिकों के ई.पी.एफ और ई.एस.आई के अंशदान की राशि नियमानुसार जमा कराये जाने की पुष्टि में सम्बन्धित चालान की प्रति प्रस्तुत किए जाने पर ही संवेदक को आगामी माह के बिल/बिलों का भुगतान किया जायेगा।

(xi) संवेदक द्वारा प्रत्येक कार्य स्थल पर Display Boards लगाये जायेंगे, जिन पर संवेदक का नाम, सविदा अवधि, कार्य की प्रगति, श्रमिकों हेतु Helpline नम्बर एवं संवेदक द्वारा न्यूनतम मजदूरी भुगतान नहीं करने की शिकायत करने सम्बन्धी प्रावधान का विवरण स्पष्ट रूप से अंकित किया जायेगा।

(xii) राज्य में लागू श्रम नियमों के अन्तर्गत अपने समस्त श्रमिकों का नियमानुसार ई.पी. एफ एवं ई.एस.आई की राशि जमा कराने का दायित्व संवेदक का होगा।

(xiii) संवेदक द्वारा श्रमिकों को देय राशि पर वस्तु एवं सेवा कर (GST) की राशि अतिरिक्त रूप से देय होगी। सभी प्रकार के करों को जमा करवाने की जिम्मेदारी संवेदक की ही होगी। संवेदक द्वारा गत माह में जमा कराये गये वस्तु एवं सेवा कर (GST) के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जायेगी। वस्तु एवं सेवा कर (GST) की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवा कर (GST) का भुगतान नहीं किया जायेगा। उक्त स्थिति में वस्तु एवं सेवा कर (GST) के समन्वय में उत्पन्न होने वाले किसी भी प्रकार के दायित्वों के निर्वहन का उत्तरदायित्व संवेदक का होगा।

*[Handwritten signature]*

श्री महेंद्रपाल नं. 9772601398  
एम कोटा। मो.  
5, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 (कुल 01)  
6, 7, 3, 4, 33, 34, 52



# Municipal Corporation Kota North

## BOQ

**Name of Work :-** Providing Solid Waste Collection and Transportation services including collection from door to door and open spots from 70 wards of Municipal Corporation Kota North along with IT integration for 3 years.

| S.No. | Particulars   | Qty. | Unit                          | Rate | Amount |
|-------|---|------|-------------------------------|------|--------|
| 1     | Providing Solid Waste Collection and Transportation services including collection from door to door and open spots from 70 wards of Municipal Corporation Kota North along with IT integration for 3 years. |      |                               |      |        |
| 1.1   | Operation and maintenance of Door-to-Door collection vehicles provided by municipal corporation kota north. (Maximum 210 Tippers)   | 1    | Per Month                     |      |        |
| 1.2   | Providing of tipper in case not provided by MCK North minimum 2.0 Cum capacity (Only Rental cost to be quoted)  | 1    | Per Tipper Per Month          |      |        |
| 1.3   | Lifting of Garbage bins of various using vehicles provided by MCK North   | 1    | Per Month                     |      |        |
| 1.4   | Lifting of Garbage from open spots of MCK North using Tractor Trolley or other similar covered vehicles   | 35   | Per Tractor Trolley Per Month |      |        |
| 1.5   | IT Cell   |      |                               |      |        |
|       | 1.5.1 One time installation of RFID tags along with required infrastructure and readers (10,000 tags)   | 1    | Rate per Tag                  |      |        |
|       | 1.5.2 IT cell operation as per procuring entity's requirements GPS tracking, RFID Tracking, Helpline, Messaging, & IEC activities   | 1    | Per Month                     |      |        |
|       | <b>TOTAL</b>  |      |                               |      |        |

*Tanj*