

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR



TENDER DOCUMENT

VOLUME – I

CONDITIONS OF CONTRACT

NAME OF WORK:

Design, Supply & Installation of Pre-Fabricated Steel Structures at various places

AT

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

AGREEMENT NO. _____

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF WORK	:	Design, Supply & Installation of pre-fabricated steel structures at various places in MNIT Jaipur
PERIOD OF SALE OF BID DOCUMENT	:	From 23.01.2012 (may be downloaded from Institute web site www.mnit.ac.in) to 09.02.2012
TIME AND DATE OF PRE-BID CONFERENCE	:	Date 03.02.12 , Time 2.00 PM
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	Date 10.02.2012, Time 12.00 PM
TIME AND DATE OF OPENING TECHNICAL BIDS	:	Date 10.02.2012, Time 3:30 PM
TIME AND DATE OF FINANCIAL BIDS	:	TO BE ANNOUNCED
PLACE OF OPENING OF BIDS	:	Office of the Estate Engineer Malaviya National Institute of Technology JLN Marg Jaipur
OFFICER INVITING BIDS	:	Estate Engineer

* Should be the same as for the deadline for receipt of bids or promptly thereafter.

INVITATION FOR BID
(IFB)

**MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
(MNIT, Jaipur)**

INVITATIONS FOR BIDS (IFB)

Date: 23.01.2012

Bid No.: 30/2011-12

1. The MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR (MNIT) invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

TABLE

S. No	Name of Work	Approx Value	Bid Security Rs (2%)	Period of Completion	Place of Sale & Submission
1	2	3	4	5	6
1	Design, Supply & Installation of pre-fabricated steel structures at various places in MNIT Jaipur	3.0 Crores	6.00 Lakhs	3 Months	The bid documents may be downloaded from Institute web site www.mnit.ac.in and Submitted to the office of Estate Engineer

2. Bidding documents (and additional copies) may be **downloaded from Institute web site www.mnit.ac.in** and also may be obtain from office of Estate Engineer, MNIT Jaipur.
- a. On production of PF registration certificate.
b. On production of sales tax clearance certificate.
c. Interested bidders may obtain further information at the same address.
3. Bids must be accompanied by security of the amount specified for the work in the table, payable in favour of Registrar, MNIT Jaipur. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 90 days beyond the validity of the bid.
4. Bids must be delivered to any address listed in col 6 abobe on or before **2:00 PM on 10.02.2012** and will be opened on the same day at **3:30 PM**, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
5. A prebid meeting will be held on **03.02.2012 at 2:00 PM** at the office of Estate Engineer to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the Bidding documents.
6. Other details can be seen in the bidding documents.

Signature of Authorised Officer

Note : Bid Security will be a fixed sum rounded off to the nearest ten thousand Ruppes.

SECTION 1
INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

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A. GENERAL

1. Scope of Bid

- 1.1. The Employer (named in Appendix to ITB) invites bids for the Construction work (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2. The successful bidder will be expected to complete the works by the intended Completion date specified in the Contract data.
- 1.3. Throughout these bidding documents, the terms 'bid' and 'tender' and their Derivatives (bidder/tender, bid/tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

- 2.1. The expenditure on this project will be met from the budget of MNIT, Jaipur.

3. Eligible Bidders

- 3.1. This *Invitation for Bids* is open to all bidders having the required qualification.
- 3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

- 4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion
- 4.2. All bidders shall include the following information and documents with their bids in Sec. 2:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction work performed for each of the last five years;
 - (c) experience in works of a similar nature and required size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) reports on the financial standing of the Bidder, such as profit and loss statements and

auditor's reports for the past five years;

- (f) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;; and
- (g) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the .work as per technical specifications within the stipulated period of completion as per milestones

4.3 A. To qualify for award of the contract, each bidder in its' name should have in the last five years as referred to in Appendix.

- (a) Achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) amount indicated in Appendix in anyone year;
- (b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix;

B. Each bidder should further demonstrate:

- (a) The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) to allow the employer to review their proposals;
- (b) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix

(Credit lines/letter of credit certificates from Banks for meeting the funds requirement etc. - usually the equivalent of the estimated cash flow for 3 months in peak construction period. Such letter of credit can be submitted either severally or jointly)

- (c) **To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB**, the bidder must demonstrate by way of Power Point Presentation their experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts and suitability of their proposal for the Institution.

4.4. Bid Capacity

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A *N*3 - B)

where

A= Maximum value of civil engineering works executed in anyone year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which bids are invited.

B= Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next 1 years

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.*

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion; litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid for one package.

6. Cost of Bidding

6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

- 8.2. One copy of each of the volumes I, II, III and IV will be issued to the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

- 9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than **15 days prior** to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2. Pre-bid meeting

- 9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take

place at the address, venue, time and date as indicated in appendix.

- 9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3. The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to' Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

- 11.1. All documents relating to the bid shall be in the Hindi/ English language.

12. Documents Comprising the Bid

- 12.1. The bid to be submitted by the bidder as the bid document shall be in three separate envelop placed in one large envelop:

Part I shall be named " Bid Security" and shall comprise

- (i) Bid Security in the form specified in document.

Part I shall be named "Technical Bid" and shall comprise

- (i) Qualification Information and supporting documents as specified.
- (ii) Certificates, undertakings, affidavits as specified.

- (iii) Any other information pursuant to different Clause of these instructions
- (iv) Undertaking that the bid shall remain valid for the period specified here in after Part III shall be named "Financial Bid" and shall comprise
 - (i) Form of Bid as specified in Section 6
 - (ii) Priced Bill of Quantities for items specified in Section 7.

Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions given here in after.

12.2. The bidder shall prepare one copy of the bid.

12.3. Following documents, if not submitted with the bid, will be deemed to be part of the bid.

Section	<u>Particulars</u>	Volume No.
1	Invitation for Bids (IFB) Instructions to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
6	Drawings	Volume IV

13. Bid Prices

- 13.1. The contract shall be for the whole works as described above, based on the price submitted by the Bidder.
- 13.2. The bidder shall fill lump sum price (both in figures and words). Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.4. The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. Currencies of Bid and Payment

- 14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees. All payments shall be made in Indian National Rupees.

15. Bid Validity

- 15.1. Bids shall remain valid for a period not less than **90 days** after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any

additional security that is required.

- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with subsequent Clause in all respects.

16. Bid Security

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown the table of IFB for this particular work. This bid security shall be in favour of Employer as named in Appendix and may be in one of the following forms:
- a. Bank Guarantee from any Nationalised Indian bank, in the format given in Volume III.
 - b. Fixed Deposit Receipt, issued by any Nationalised Indian Bank.
 - c. Demand Draft payable in the name of Registrar MNIT, Jaipur.
- 16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 30 days beyond the validity of the bid.
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated above shall be rejected by the Employer as non-responsive.
- 16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified.
- 16.5. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid Price, or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; and/or
 - (ii) furnish the required Performance Security.

17. Alternative Proposals by Bidders

- 17.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

18. Format and Signing of Bid

- 18.1. The Bidder shall prepare one original copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, bound with the volume containing the "Earnest Money", "Technical Bid" and "Financial Bid" in separate parts.
- 18.2. The original copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons

signing the bid.

- 18.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

- 19.1. The Bidder shall seal the original copy of the Bid *in* envelope. The envelope shall contain within it three separate sealed envelopes marked "Earnest Money", "Technical Bid" and "Financial Bid" with additional markings as follows

- Earnest Money: To be opened on **10.02.2012** (date of Technical Bid opening) in the presence of Evaluation Committee.
- Technical Bid: To be opened on **10.02.2012** (date of Technical Bid opening) in the presence of Evaluation Committee.
- Financial Bid: Not to be opened except with the approval of Competent Authority

- 19.2. The inner, outer, and separate envelopes containing Earnest Money, Technical and Financial Bids shall

- (a) Be addressed to the Employer at the address given in Appendix
- (b) Bear the identification as indicated in Appendix.

- 19.3. In addition as identification requirement, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, or the Evaluation Committee declares the bid as non responsive.

- 19.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of the Bids

- 20.1. Complete Bids must be received by the Employer at the address specified not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

- 20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

- 21.1. Any Bid received by the Employer after the deadline prescribed will be returned unopened to the bidder.

22. Modification and Withdrawal of Bids

- 22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed.

- 22.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

- 22.3. No bid may be modified after the deadline for submission of Bids.

- 22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified above or as extended may result in the forfeiture of the Bid security.

E. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1. The Employer will open all the Bids received (except those received late), including modifications made, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2. Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 23.3. The envelope containing "Earnest Money" shall be opened first. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid, and has not been furnished in the form specified, the bidder shall be declared non-responsive and their sealed technical bid and sealed financial bid will be returned to them unopened.
- 23.4. The envelope of responsive bidders containing "Technical Bid" shall then be opened.
 - i. Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished.
 - ii. After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
 - iii. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid)
 - iv. The bidders shall also be asked to give Power Point Presentation of their proposal on the date to be notified later.
 - v. Immediately (usually within 3 or 4 days), on receipt of these clarifications or Power Point Presentation, whichever is later, the Evaluation Committee will finalize the list of qualified bidders whose financial bids are eligible for consideration.
- 23.5. If, as a consequence of the modifications carried out by the bidder, the bidders desire to modify their financial bid, they will submit the modification in separate sealed envelope so as to reach the Employer's address before the opening of the financial bid as intimated in the clarification letter. The envelope shall have clear marking "**MODIFICATION TO FINANCIAL BID-Not to be opened except with the approval of the Evaluation Committee**"
- 23.6. At the time of opening of "Financial Bid", the names of the bidders were found technically qualified will be announced and the financial bid of only these bidders will be opened. The remaining bids will be returned to the un-qualified bidders unopened. The technically qualified Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening of financial bid. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 23.7. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24. Process to be Confidential

- 24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids

and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- 25.2. No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined above; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents including PPT. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

- 27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
 - (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
 - (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price' such adjusted bid price shall be considered as binding

upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.

28. Evaluation and Comparison of Financial Bids

- 28.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 28.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) making any correction for errors pursuant to Clause 27; or
 - (b) making an appropriate adjustments for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.
- 28.3. The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

F. AWARD OF CONTRACT

29. Award Criteria

- 29.1. Subject to Clause referred herein after, the Employer will award the Contract to the Bidder whose Bid has been determined
 - (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
 - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

30. Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1. The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement

- 31.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 31.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security.
- 31.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 15 days

following the notification of award along with the Letter of Acceptance. Within 10 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

- 31.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

32. Performance Security

- 32.1. Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price in accordance with Conditions of Contract:

- a bank guarantee in the format as enclosed; or
- certified Cheque / Bank Draft as indicated in Appendix.

- 32.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued, at the Bidder's option, by a Nationalized Indian bank and acceptable to the Employer.

- 32.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

33 Advance Payment and Security

- 35.1. The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

34 Corrupt or Fraudulent Practices

- 34.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with MNIT and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

- 34.2. Furthermore, Bidders shall be aware of the provision stated in various Clauses of the Conditions of Contract.

APPENDIX to ITB

Clause Reference

with respect to

Section-I.

[Cl. 1.1]

1. Name of the Employer is **Director, MNIT, JLN Marg, Jaipur**
2. The last five years
2010 -2011
2009 -2010
2008 -2009
2007 -2008
2006 -2007
3. This annual financial turn over amount is **Rs.2.4 Cr**
(Two Crore Forty Lacs only) [Cl. 4.5A(a)]
4. Value of single work is Rs 75 Lacs only
Rupees seventy five lacs only [Cl. 4.5A(b)]
6. Liquid assets and/or availability of credit facilities is Rs.100 Lacs
Hundred lacs only [Cl. 4.5B(c)]
7. Price level of the financial year **2011-12** [Cl. 4.7]
8. The pre-bid meeting will take place at office of the Estate Engineer
on 03.02.2012 at 2:00 PM. [Cl. 9.2.1]
9. The technical bid will be opened at office of the Estate Engineer
on 10.02.2012 at 2:00 PM.
10. Address of the Employer “Malaviya National Institute of Technology Jaipur
JLN Marg, Jaipur-302017 (Rajasthan) [Cl. 4.5(a)]
11. Identification: [Cl. 19.2(b)]
 - Bid for “Design Supply & Installation of pre-fabricated steel structures at various places in MNIT Jaipur”
 - Bid Reference No. **30/2011-12**
 - Do not open before **10.02.2012 at 3:30PM.**
12. The bid should be submitted latest by **10.02.2012 att 2:00PM** [Cl. 20.1(a)]
13. The bid will be opened at office of Estate Engineer, MNIT Jaipur on **10.02.2012 at 3:30PM**
[Cl. 23.1]
14. The Bank Draft in favour of “Registrar, MNIT Jaipur”
payable at Jaipur (Cl. 34.1)

15. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

<u>Year before</u>	<u>Multiply factor</u>
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

SECTION 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1 For Individual Bidders

1.1 Constitution or legal status of Bidder

[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid

[Attach]

1.2 Total value of work performed in the last five years** 20__-20__
(in Rs. Million)

1.3 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.

**

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

* *Attach certificate(s) from the Engineer (s) -in-Charge*

** *immediately preceding the financial year in which bids are received.*

B *Attach certificate from Chartered Accountant.*

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

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

**Attach certificate(s) from the Engineer(s)-in-Charge*

@*The item of work for which data is requested should tally with that specified in ITB clause.*

** *immediately preceding the financial year in which bids are received.*

Delete, if prequalification has been carried out

(B) Works for which bids already submitted:

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

1.5 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.6 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.7 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.8 Information on litigation history in which the Bidder is involved.

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

1.9 Statement of compliance under the requirements given in the instructions to Bidders.(Name of Consultant engaged for project preparation is**

1.10 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents.(refer ITB Clause 4.1 & 4.3(1)

1.11 Quality Assurance Programme

2 Additional Requirements

2.1 Bidders should provide any additional information required to fulfill the requirements of Clauses of Instructions to Bidders, if applicable.

(i) Affidavit

** Fill the Name of Consultant.

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

(CLAUSE 4.2 (i) OF ITB)

BANK CRETIFICATE

This is to certify that M/s. _____ is a repute Company with a good financial standing.

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

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

AFFIDAVIT

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

(Signed by an Authorised Office of the Firm

Title of Officer

Name of Firm

DATE

SECTION 3
CONDITIONS OF CONTRACT

Conditions of Contract

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CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

- 1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

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 by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid

- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3 Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4 Engineer's Decisions

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5 Delegation

- 5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6 Communications

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7 Sub-contracting

- 7.1 The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8 Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9 Personnel

- 9.1 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10 Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11 Employer's Risks

- 11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restrict 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.

12 Contractor's Risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13 Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

- 13.5 Both parties shall comply with any conditions of the insurance policies.

14 Site Investigation Reports

- 14.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15 Queries about the Contract Data

- 15.1 The Engineer will clarify queries on the Contract Data

16 Contractor to Construct the Works

- 16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17 The Works to be completed by the Intended Completion Date

- 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18 Approval by the Engineer

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for design of Temporally Works.
- 18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19 Safety

- 19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20 Discoveries

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21 Possession of the Site

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have

delayed the start of the relevant activities and this will be Compensation Event.

22 Access to the Site

- 22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23 Instructions

- 23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24 Dispute Redressal System

- 24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of works or maintenance of the works there under, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- 24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee if the amount appealed against exceeds rupees one lakh.
- 24.3 The composition of the Empowered Standing Committee will be:
- I One official member, Chairman of the Standing Empowered Committee, Advisor (Infra) MNIT, Jaipur;
 - II State Engineer as declared by Director MNIT; and
 - III One non-official member who will be technical expert of Additional Chief Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.
- 24.4 The Contractor and the Employer or his designated competent authority will be entitled to present their case in writing duly supported by documents. The Standing Empowered Committee may allow one opportunity to the Contractor and the Employer or his designated competent authority for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the

contractor can approach the appropriate court for the resolution of the dispute.

- 24.5 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as “in full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

25 Arbitration

- 25.1 In view of the provision of the aforesaid clause on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

B. TIME CONTROL

26 Programme

- 26.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 26.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 26.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

27 Extension of the Intended Completion Date

- 27.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 27.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing

with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

- 27.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Empowered Standing Committee for settlement of disputes under clause stated above.

28 Delays Ordered by the Engineer

- 28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

29 Management Meetings

- 29.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30 Early Warning

- 30.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

31 Identifying Defects

- 31.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect

32 Tests

32.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

33. Correction of Defects

33.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

33.3 The contractor will have to maintain the road for a period specified in the contract data. For this maintenance period he will be paid as per the conditions specified in Clause 3 of Special Condition of Contract.

34 Uncorrected Defects

34.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

35 Bill of Quantities

35.1 The Bill of Quantities shall contain items for the construction, installation, testing , and commissioning work to be done by the Contractor.

35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

35.3 The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified, as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional altered or substituted work under this clause shall be worked out in rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional altered or substituted work at the same rates as per specified in the contract for the work.
- (ii) If the rates for the altered, additional or substituted work not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not determined in the manner specified in the sub-clause (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule or Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put on tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt or order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates on the basis of prevailing market rates and got approval from employer and mean while the contractor is paid at provisional rate decided by Engineer-in-charge. However, the Engineer-in-charge by the notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea non-settlement of rates on items falling under the clause.
- (v) Except in case of items relating to foundations, provisions contained in sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentages set out in the tender documents under clause 38.1.

For the purpose of operation of clause 38(v) the following works shall be treated as work relating to foundations: -

- (a) For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (b) For abutments, piers, retaining wall of culverts and bridges, wall of water reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
- (d) For roads, all items or excavation and filling including treatment of sub base and soling work.
- (e) For water supply lines, sewer lines underground storms water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.
- (g) Any other items of similar nature which Engineer-in-Charge may decide relating to foundation.

The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit, shall be determined in accordance with the provisions of relevant Clause.

- 36.1** The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Engineer-in-Charge and the contractor. This limit shall not be applicable on items relating to foundation work which shall be executed as per original rates or provision of relevant clause.

In case of contract substituted items or additions items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under relevant clause, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of relevant clause and the Engineer-in-Charge, may revised their rates having regard to the prevailing market rates and got approved from employer the contractor shall be paid at provisional rate decided by Engineer-in-Charge to final approval of rates by employer. The Engineer-in-Charge shall however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But under no circumstance, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under this Clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of relevant clause and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Employer and the Contractor.

37 Variations

- 37.1** All Variation shall be included in updated Programmers produced by the Contractor.

38 Cash Flow Forecasts

- 38.1** When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

39 Payment Certificates

- 39.1** The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 39.2** The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51 (3) of the Contract Data (Secured Advance).

- 39.3 The value of work executed shall be determined by the Engineer.
- 39.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40 Payments

- 40.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at 12% per annum.
- 40.2 If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41 Compensation Events

41.1 The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects
- (e) The Engineer does not approve of a subcontract to be let, within 15 days.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation' Reports), from information available publicly and from a visual inspection of the site
- (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within

the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

- (i) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Engineer unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

42 Tax

42.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

43 Currencies

43.1 All payments shall be made in Indian Rupees.

44. Retention

44.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

44.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

44.3 On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

45 Liquidated Damages

- 45.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 45.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any over-payment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.
- 45.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

- 45.4 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 Advance Payment

- 46.1 The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- 46.2 The Contractor is to use the advance payment only to pay for Equipment Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

46.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Compensation Events, or Liquidated Damages.

46.4 Secured Advance

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

47 Securities

47.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and from a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Maintenance Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

48 Cost of Repairs

48.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

49 Completion

49.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

50 Taking Over

50.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

51 Final Account

51.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's

revised account.

52 Operating and Maintenance Manuals

- 52.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

53 Termination

- 53.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 53.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation
 - (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
 - (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (f) the Contractor does not maintain a security which is required;
 - (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
 - (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - (i) "The contractor (in case of joint venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without prior approval of the Employer".

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 53.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether

the breach is fundamental or not.

53.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

53.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

54 Payment upon Termination

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as *per* applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

54.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

55 Property

55.1 All materials on the-Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

56 Release from Performance

56.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications bye laws/ Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SECTION 4
CONTRACT DATA

CONTRACT DATA

		Clause Reference with respect to Section-3.
Items marked "N/A" do not apply in this contract.		
1.	Name of the Employer is : Director, MNIT Jaipur Name : Address : Name of authorized Representative (Will be intimated later) :	[Cl. 1.1]
2.	The Engineer is : Estate Engineer Authorized Representative is :	
3.	The Defects Liability Period is : 1 Years from the Date of completion.	[Cl.1.1&35]
The maintenance period is 5 years beyond DLP as per clause 3 of SCC		
4.	The Start Date : 10 days form the date of issue of Notice to proceed with the work.	[Cl. 1.1]
5.	Intended Completion Date : 4 months from Date of Start Milestones dates :	[Cl.1.1,17&28] [Cl.2.2 & 49.1]
	Physical works to be completed	Period from the start date
	Milestone 1 i.e. Foundations (15%)	30 Days
	Milestone 2 i.e. Block A (40%)	75 Days
	Milestone 3 i.e. Block B (75%)	100 Days
	Mile Stone 4 i.e. Completion (100%)	4 Months
6.	The Site is located at : MNIT Jaipur, JLN Marg, Jaipur	[Cl.1.1]
7.	The name and identification :Design, Supply & Erection of Pre-Feb Structure.	[Cl.1.1]
The works shall, inter alia, include the following, as specified or as directed:		
(A)	Class Rooms, Faculty Rooms etc Design, fabrication & erection of pre-fabricated structures suitable for classrooms, Faculty Rooms, Toilets, Stores etc including development of land, construction of pathways, electrification, sanitation, landscaping etc complete on turnkey job basis.	
(B)	Other Items Any other items as required to fulfill all contractual obligations of Bid documents.	[Cl. 1.1]
8.	The law which applies to the Contract is the law of Union of India	[Cl. 3.1]

**Clause Reference
with respect to
Section-3.**

- | | | |
|-----|---|------------|
| 11. | The language of the Contract documents is English | [Cl. 3.1] |
| 12. | Limit of subcontracting 50% of the Initial Contract Price | [Cl. 7.1] |
| 13. | The Schedule of Other Contractors | [Cl. 8] |
| 14. | The Schedule of Key Personnel As per Annex.-II to Section I | [Cl. 9] |
| 15. | The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. | [Cl. 13] |
| 16. | Site investigation report | [Cl. 14] |
| 17. | The Site Possession Dates shall <i>be immediately on issuance of letter to Proceed.</i> . | [Cl. 21] |
| 18. | Competent authorities are::

Estate Engineer, MNIT with full powers. | [Cl. 24.1] |
| 19. | The period for submission of the programme for approval of Engineer shall be 10 days from the issue of Letter of Acceptance. | [Cl. 27.1] |
| 20. | The following events shall also be Compensation Events:

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document | [Cl. 44] |
| | (i) Removal of underground utilities detected subsequently | |
| | (ii) Significant change in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation, | |
| | (iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor | |
| | (iv) Artesian conditions | |
| | (v) Seepage, erosion, landslide | |
| | (vi) River training requiring protection of permanent work | |
| | (vii) Presence of historical, archeological or religious structures, monuments interfering with the works | |
| | (viii) Restriction of access to ground imposed by civil, judicial, or military authority | |
| 21. | The currency of the Contract is Indian Rupees. | |
| 22. | The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price. [Cl. 48] | |

23. Amount of liquidated damages for delay in completion of works For Whole of work (1/2000)th of the Initial Contract Price, rounded off to the nearest Thousand, per day. [Cl. 49]
- For sectional completion (wherever specified. in item 6 of Contract Data) (1 / 200)th of initial contract price, rounded off to the nearest thousand per day.
24. Maximum limit of liquidated damages for delay in completion of work. 10 per cent of the Initial Contract Price rounded off to the nearest thousand. [Cl.49]
25. The amounts of the advance payment are: [Cl. 51& 52]
- No advance payment is payable under this contract
26. The Schedule of Operating and Maintenance Manuals_____N/A [Cl. 58]
27. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl. 58]
28. The amount to be withheld for failing to supply "as built" drawings by the date required is Rs 5 Lakhs. [Cl. 58]
29. The following events shall also be fundamental breach of contract: "The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC." [Cl. 59.2]
30. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 per cent. [3, Cl. 60]

SECTION 5
TECHNICAL SPECIFICATIONS
(General Guidelines)

TECHNICAL SPECIFICATIONS

(General Guidelines)

1 General:

1.1 The technical specifications laid down hereunder are for general guidelines for the bidders. Any suggestion for betterment shall be highly appreciate provided it provides value for money.

2 Space requirement:

2.1 Following gives approximate requirement for space for different purposes:

S. No	Particulars	Nos	Capacity	Tentative Size
1	Class Rooms (Double Story)	12	90-100 Sqm	
2	Class Rooms (Double Story)	14	110-120 Sqm	
3	Facuilty Rooms (Double Story)	4	80-85 Sqm	
4	Toilets	1	80-90 Sqm	
5	Stores	4	100-110 Sqm	
6	Office Block	2	50-55 Sqm	

2.2 The tentative layout is as enclosed. Layout shown is indicative; it can be modified to suit the bidder's standard/ customized design. However number & capacity of spaces need to be maintained.

3 Drawing & Design:

3.1 The bidder is required to submit their detailed proposal including General Arrangement Drawings, Structural Composition along with design calculations, Specifications proposed at the time of bidding itself.

3.2 The suitability of the structure proposed shall be examined by evaluation committee established for this purpose.

3.3 The bidders shall given chance to explain suitability of the structure through Power Point Presentation.

3.4 The Employer shall have right to check design & suitability of structure even during implementation and suggest modification.

4 Site Clearance:

- 4.1 This includes Jungle clearance, tree cutting, digging out surplus earth and its disposal (all leads) at approved location, clearing site free from all unwanted debris between and after completion of work and staking of all surplus material.

5 Foundations:

- 5.1 Excavation in all kinds of soil as required for foundation.
- 5.2 PCC for base concrete.
- 5.3 PCC/ RCC of required grade as proposed in design to support steel columns of the pre-fabricated structure.
- 5.4 Foundation Masonry wherever required.

6 Base Frame:

- 6.1 Base frame shall be built out of Rolled Steel Section i.e. Hollow pipe (Preferable Rectangular), Angle, Built up Section etc. as per requirement of structural design.
- 6.2 Roof frame of Ground Floor, wherever First Floor is proposed, Shall be such as to house for flat roof. However roof frame of First Floor may be designed to support slopping Roof.
- 6.3 Stairs shall be with suitably designed steel sections.

7 Roofing:

- 7.1 Roof of top most floor may be sloping and treated with latest roofing material like Zinc-Aluminum alloy, CGI sheet. The basic requirement is for heat & fire resistant, water proof roof.
- 7.2 Roof of ground floor, where first floor is also provided, shall be flat roof, top surface of which shall be treated with Kota Stone.

8 False ceiling:

- 8.1 Roof of all Classrooms, Faculty Rooms shall be finished with suitably designed false ceiling. False ceiling shall be capable of reducing temperature substantially.

9 Walls:

- 9.1 Wall may be with hollow pressed steel or PVC panels. Any other material may also be deployed. However material deployed shall be heat & fire resistant. In class rooms double walled panels shall be deployed with air space in between so as to resist transfer of heat and maintain inside temperature.
- 9.2 Bidder may suggest alternate material which fulfills the functional requirement.

10 Doors & Windows:

10.1 Doors & windows shall be such as to give a soothing architectural effect. For this purpose these can be with same material as deployed for wall.

10.2 Number & Size of doors & windows shall be suitably designed to suit IS provisions.

11 Plastering:

11.1 All masonry shall be suitably plastered in CM 1:6 to give suitable smooth surface.

12 Flooring:

12.1 Flooring in the Class rooms, Faculty Rooms all be with vitrified tiles with suitable base. The roof of first floor shall be provided with base to prevent thumping noise.

12.2 Flooring & Dado for Toilet shall be with fully vitrified tiles.

12.3 Flooring of corridor shall be with Kota Stone.

12.4 Flooring in stores shall be chemically hardened cement floor.

12.5 Tread of all steps shall be in Kota Stone.

13 Sanitary Work:

13.1 All pipes shall be CPVC pipes with joints properly glued.

13.2 All sanitary fittings shall be CP fittings grade I.

13.3 All sanitary wares shall be white glazed vitreous. WC shall be European.

14 Electrification:

14.1 All the electric point wiring including wire and switches.

14.2 Light plug point and power plug point wiring with appropriate size of wire, switches and sockets.

14.3 Points for LCD projector.

14.4 CFL or TL of equal lumin fixtures 2 nos. in each 9 Sqm.

14.5 Fans in rooms (One fan in 9 Sqm).

14.6 Distribution Box with MCB's and isolator for supplying the power to switch boards.

14.7 Connecting cable for the DB's and main board of appropriate size.

15 Approach Road:

15.1 Suitably designed pathways with interlocking CC blocks shall be provided.

16 Drainage:

16.1 Suitably designed storm water masonry drains shall be provided.

17 Miscellaneous:

17.1 Class Rooms shall be provided with writing board made up of Green Glass.

17.2 A platform 8'x4'x9" shall be provided underneath the glass board.

18 Material deployed shall confirm to IS specification.

SECTION 6
FORM OF BID

FORM OF BID

Description of the Works:

BID

To :

Address :

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

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of * days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20.....

Signature _____ in the capacity of _____
duly authorized to sign bids for and on behalf of _____

(in block capitals or typed)

Address

Witness

Address

Occupation

SECTION 7
SECURITIES AND OTHER FORM

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____[date] for the construction of [name of Contract hereinafter called "the Bid"].

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

SEALED with the Common Seal of the said Bank this _____day of _____, 20_____

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to Clause 27.

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

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

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- ** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

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

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

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

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

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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

Letter of Acceptance

(Letterhead paper of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders) is hereby accepted by our agency.

We accept / do not accept that _____ be appointed as the Adjudicator. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of **ITB** for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to and sign the contract, failing which action as stated in Para 34.3 of **ITB** will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Agency

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

Issue of Notice to proceed with the work
(Letterhead of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of _____

_____ at a Bid Price of Rs.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called "the Employer] and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of _____

was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said _____

in the presence of :

Binding Signature of Employer _____

Binding Signature of Contractor _____