Jaipur Municipal Corporation Greater & Heritage

INVITATION FOR BID (IFB)

Bid Reference No. 01/2020-21

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

JUNE-2020
Estimated Cost- 15.05 Cr.
Bid Reference No. 17/2020-2021

Bidding Document

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PART I  BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)
This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Section II - Bid Data Sheet (BDS)
This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

Section III - Evaluation and Qualification Criteria (EQC)
This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV - Bidding Forms (BDF)
This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART II  REQUIREMENTS

Section V – Procuring Entity’s Requirement (PER)
This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

PART III  CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI A - General Conditions of Contract (GCC)
This Section contains the general clauses to be applied in all contracts. These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).

Section VI B - Special Conditions of Contract (SCC)
This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Section VI C - Contract Forms (COF)
This Section contains forms, which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

PART VII- Drawings

VOLUME – II

Bill of Quantity
DISCLAIMER
This request for proposal (RFP) contains brief information about the Project, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('proposal').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of Jaipur Municipal Corporation Greater & Heritage (JMC) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for JMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

JMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of JMC.

Intimation of discrepancies in the RFP, if any, should be given to the office of the JMC immediately by the Bidder. If JMC receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects.

This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding Company or the Lead Member of the interested Bidding Consortium. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by JMC to any other party. The terms on which the Project is to be developed and the right of the successful bidder shall be as set out in separate agreement contained herein. JMC reserves the right to accept or reject any or all proposals without giving any reasons thereof. JMC will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Neither Jaipur Municipal Corporation Greater & Heritage, nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of JMC or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

The purchaser of the RFP, which may be the Bidder or the lead Member of the Bidding Consortium and on behalf of each Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses and the JMC's decision regarding the qualification or disqualification or short listing of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof.

This RFP may be withdrawn or cancelled by JMC at any time without assigning any reasons thereof. JMC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.
Notice Inviting Tender

NIB No.01/2020-21

Nagar Nigam Jaipur invites online unconditional bids on behalf of Commissioner & Administrator Nagar Nigam Jaipur Greater and Heritage through e-procurement portal http://eproc.rajasthan.gov.in from eligible bidders in accordance with the RTPP act 2012 and RTPP rules 2013, amended up to date, and under International Competitive Bidding with Single Stage two envelope system as per criteria mentioned in the tender document, for following works-

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs. In Cr.)</th>
<th>Bid Security @ 2% of estimated cost (Rs. In Lacs)</th>
<th>Period of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.</td>
<td>15.05</td>
<td>30.10 Lacs</td>
<td>24 months</td>
</tr>
</tbody>
</table>

The details of NIB can be seen at e-procurement portal of state government and sppp.rajasthan.gov.in from date 10/06/2020 at 06:00 PM till the end date of online submission of bids i.e. date 08/07/2020 up to 06:00 PM. Any subsequent addendum/corrigendum shall be published on the e-procurement portal of state government and sppp.rajasthan.gov.in.

Commissioner & Administrator
Nagar Nigam Jaipur
Greater and Heritage
Notice Inviting Tender

NIB No.01/2020-21

Notice Inviting Online Bids For Underground Multi-Story Parking at Old Aatish Market
Tripolia Bazar, Pink City, Jaipur.

Nagar nigam jaipur Heritage and Greater Jaipur invites online unconditional bids on behalf of nagar nigam jaipur Heritage and Greater Jaipur through e-procurement portal [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) from eligible bidders in accordance with the RTPP act 2012 and RTPP rules 2013, amended up to date, and under National Competitive Bidding with Single Stage two envelope system as per criteria mentioned in the tender document, for following works:

<table>
<thead>
<tr>
<th>Name &amp; Address of the Procuring Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Commissioner &amp; Administrator</td>
</tr>
<tr>
<td>Address: NAGAR NIGAM JAIPUR Heritage and Greater Jaipur, Pandit Dindayal Upadhyay Bhawan, Tonk Road, Krishna Nagar, Lal Kothi, Jaipur, Rajasthan.302015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject Matter of Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period of completion of physical works</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-stage: Two Part (envelope) open competitive eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Evaluation Criteria (Selection Method)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Least Cost based selection (LCBS)-L1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eligibility Criteria</th>
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</thead>
<tbody>
<tr>
<td>As detailed in bid documents</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Websites for downloading Bidding Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://sppp.rajasthan.gov.in">sppp.rajasthan.gov.in</a>, <a href="http://jaipurmc.org/eproc.rajasthan.gov.in">http://jaipurmc.org/eproc.rajasthan.gov.in</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fees</th>
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</thead>
<tbody>
<tr>
<td>Bidding document fee (Non-Refundable): Rs. 10000/- (Rupees Ten Thousand only)</td>
</tr>
<tr>
<td>Tender Processing Fee (Non-Refundable): Rs. 1000 (RISL Fees) (Rupees One Thousand only)</td>
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<thead>
<tr>
<th>Estimated Procurement Cost</th>
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<tbody>
<tr>
<td>Amount: INR 15.05 Cr. (Rupees Fifteen Crore five Lacs Only)</td>
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<tr>
<th>Bid Security</th>
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<tr>
<td>Amount: INR 30.10 Lacs (Rupees Thirty Lacs ten Thousand only)</td>
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</table>

<table>
<thead>
<tr>
<th>Period of on-line availability of Bidding Documents (Start / End Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: 10.06.2020, 6.00 PM onwards till 06:00 PM of 08.07.2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date/ Time 17.06.2020 at 10:00 AM</td>
</tr>
<tr>
<td>Place to assemble before start of site visit: Meeting Hall, Jaipur Nagar Nigam, Pandit Dindayal Upadhyay Bhawan, Tonk Road, Krishna Nagar, Lal Kothi, Jaipur, Rajasthan</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Pre-bid Meeting</th>
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<tbody>
<tr>
<td>Date/ Time 17.06.2020 at 15.30 Hrs</td>
</tr>
<tr>
<td>Place: EC Meeting Hall, Jaipur Nagar Nigam, Pandit Dindayal Upadhyay Bhawan, Tonk Road, Krishna Nagar, Lal Kothi, Jaipur, Rajasthan</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Start date of online submission of bid</th>
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<tr>
<td>18.00 Hrs. onwards on 22.06.2020</td>
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</table>

<table>
<thead>
<tr>
<th>Bid Document Downloading End Date and Time</th>
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<tbody>
<tr>
<td>Up to 18.00 Hrs. onwards 08.07.2020</td>
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</table>

<table>
<thead>
<tr>
<th>Last date and time of Online submission of technical proposal and financial proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>End Date: 10.07.2020 (up to 06:00 P.M.)</td>
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<thead>
<tr>
<th>Last date and time of Physical submission of EMD.</th>
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<tbody>
<tr>
<td>Date: 13.07.2020 up to Time: 02:00 PM</td>
</tr>
</tbody>
</table>
Date & Time of Technical Bid Opening
Date: 13.07.2020 Time: 05:00 PM

Date/ Time/ Place of Financial Bid Opening
Will be intimated later to the Technically qualified bidders

Bid Validity
120 days from the bid submission end date

Note:
1. The interested bidder may be submit their proposals online along with a Non-refundable tender fee of Rs 10000/- (rupees Ten Thousand only) towards the cost of Tender Document and RISL processing fee Rs 1000/- (Rupees One Thousand Only) both deposited in the account of Nagar Nigam, Jaipur on website www.jaipurmc.org. The Scan copy of receipt of online payment will be uploaded on website http://eproc.rajasthan.gov.in along with the technical bid cover.

2. Any other details or information can be received from the office of the Executive Engineer (project-II) office Room No. 301&302 in working hours of Nagar Nigam Jaipur Heritage and Greater Jaipur.

3. Each bid must be accompanied by Bid Security of 2% of estimated cost deposited online or in the form of a banker’s cheque or demand draft or bank guarantee of a scheduled Bank in India, in specified format, or deposited through eGRAS/net banking, if permitted, in accordance with the provisions of “Rajasthan Transparency in Public Procurement Act 2012 &Rules 2013” in the account of Nagar Nigam Jaipur Heritage and Greater Jaipur website www.jaipurmc.org. RFP Document can be seen at or obtained from website http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in. The Scan copy of receipt of online payment will be uploaded on website http://eproc.rajasthan.gov.in along with the technical bid cover.

4. Bidder, who procured digital certificate as per IT Act 2000 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned website up to time and date mentioned herein above.

5. In addition to above scanned copies of Original Documents should be uploaded along with the technical Bid/cover:
   i. Letter of Technical Bid
   ii. Power of Attorney for appointing authorized representative
   iii. Proof of Registration in appropriate class as per bid value.
   iv. certificate of registration in PF/ESI/GST and PAN Card is required
   v. Annexure A,B,C,D,E duly filled with signature.
   vi. All documents of Technical proposal check list enclosed should be duly filled

6. In case of any bidder fails to upload copy of Required Documents as mention at Point No. 1 & 5 the bid of the respective bidder shall not be accepted.

7. Any subsequent addendum/corrigendum shall be published only at the websites sppp.raj.nic.in & http://eproc.rajasthan.gov.in and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.

8. Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.

9. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

10. All the prospective bidders are suggested to visit the work sites and studied bid documents thoroughly before the submission of bid.

11. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.

12. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

13. No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.

14. The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail & Provisions of PWF & AR shall be applicable.

Commissioner & Administrator
Nagar Nigam Jaipur
Greater and Heritage
Contents

1. General
2. Contents of Bidding Document
3. Preparation of Bids
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5. Evaluation and Comparison of Bids
6. Award of Contract
7. Redressal of Grievances during Procurement Process (Appeals)
8. Annexure A: Compliance with the code of Integrity and No Conflict of Interest
9. Annexure B: Declaration by the Bidder Regarding Qualifications
10. Annexure C: Grievance Redressal During Procurement Process (Appeals)
11. Annexure D: Additional Conditions of Contract
12. Annexure E: Additional Clause’s
## Important Instruction:

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

### 1. General

<table>
<thead>
<tr>
<th>#</th>
<th>Scope of Bid</th>
<th>1.1.1</th>
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<tbody>
<tr>
<td></td>
<td>In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity as indicated in the BDS, issues this Bidding Document for the procurement of works as named in the BDS and as specified in Section V: Procuring Entity’s Requirements.</td>
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<tr>
<th>#</th>
<th>Interpretation</th>
<th>1.2.1</th>
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<tr>
<td></td>
<td>Throughout this Bidding Document: The term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt. If the context so requires, singular means plural and vice versa; and “Day” means calendar day.</td>
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<thead>
<tr>
<th>#</th>
<th>Code of Integrity</th>
<th>1.3.1</th>
<th>1.3.2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>As per Annexure -A of these ITB</td>
<td>Conflict of Interest: As per Annexure -A of these ITB.</td>
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<tr>
<th>#</th>
<th>1.3.3</th>
<th>1.3.4</th>
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<tbody>
<tr>
<td></td>
<td>The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.</td>
<td></td>
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<tr>
<td></td>
<td>Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.</td>
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<table>
<thead>
<tr>
<th>#</th>
<th>Eligible Bidders</th>
<th>1.4.1</th>
<th>1.4.2</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: -all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.</td>
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<tr>
<td></td>
<td>A Bidder, and all parties constituting the Bidder, shall have the</td>
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<tr>
<td>Section I Instruction to Bidders</td>
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<td>---------------------------------</td>
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<tr>
<td><strong>1.4.3</strong> A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP 2013 and this Bidding document.</td>
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<tr>
<td><strong>1.4.4</strong> A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity.</td>
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<tr>
<td><strong>1.4.5</strong> The Bidder must be a registered Contractor enlisted with any Govt. Department/ Organization of Govt. of Rajasthan as provided in BDS. He shall furnish necessary proof for the same. PSU can participate in tender without registration.</td>
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</tbody>
</table>
| **1.4.6** i. Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/member of the firm, etc. from any liability under the Contract.  
ii. No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.  
iii. The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stakeholder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract. |
| **1.4.7** Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request. |
| **1.4.8** In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empaneled or registered Bidders. |
| **1.4.9** Each Bidder shall submit only one Bid except in case of alternative bids, if permitted. |
| **1.4.10** Bidder who is not registered under the GST can bid, however selected bidder shall have to be got registered and submit the proof of registration before signing the Contract agreement. |
Section – I Instruction to Bidders
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>2. Contents of Bidding Document</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.1 Sections of the Bidding Document</strong></td>
</tr>
<tr>
<td><strong>2.1.1</strong></td>
</tr>
<tr>
<td>The Bidding Document consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].</td>
</tr>
<tr>
<td><strong>Part I: Bidding Procedures</strong></td>
</tr>
<tr>
<td>Section I. Instructions to Bidders (ITB)</td>
</tr>
<tr>
<td>Section II. Bid Data Sheet (BDS)</td>
</tr>
<tr>
<td>Section III. Evaluation and Qualification Criteria</td>
</tr>
<tr>
<td>Section IV. Bidding Forms</td>
</tr>
<tr>
<td><strong>Part II: Requirements</strong></td>
</tr>
<tr>
<td>Section V. Procuring Entity’s Requirements.</td>
</tr>
<tr>
<td><strong>Part III: Contract</strong></td>
</tr>
<tr>
<td>Section VI A. General Conditions of Contract [GCC]</td>
</tr>
<tr>
<td>Section VI B. Special Conditions of Contract [SCC]</td>
</tr>
<tr>
<td>Section VI C. Contract Forms</td>
</tr>
<tr>
<td><strong>2.1.2</strong></td>
</tr>
<tr>
<td>The Invitation for Bids (NIB) issued by the Procuring Entity is also part of the Bidding Document.</td>
</tr>
<tr>
<td><strong>2.1.3</strong></td>
</tr>
<tr>
<td>i. The Bidding Document shall be uploaded on the e-procurement portal, eproc.rajasthan.gov.in along with the Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>. The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bidding shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal.</td>
</tr>
<tr>
<td><strong>2.1.4</strong></td>
</tr>
<tr>
<td>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.</td>
</tr>
<tr>
<td><strong>2.1.5</strong></td>
</tr>
<tr>
<td>The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.</td>
</tr>
<tr>
<td><strong>2.2 Clarification of Bidding Document and Pre-Bid Conference</strong></td>
</tr>
<tr>
<td><strong>2.2.1</strong></td>
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</tbody>
</table>
| The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the Works and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than twenty-one (21) days prior to the deadline for...
<table>
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<th>Section</th>
<th>Instruction to Bidders</th>
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<td><strong>Section – I Instruction to Bidders</strong></td>
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</tr>
</tbody>
</table>

**Jaipur Municipal Corporation Greater & Heritage**

**RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.**

### 2.2.2

- The Bidder or his authorized representative is invited to attend the Pre-Bid Conference, if provided for in the BDS. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity.

### 2.2.3

- The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the date of Pre-Bid Conference.

### 2.2.4

- Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference.

### 2.2.5

- At any time prior to the deadline for submission of the Bids, the Procuring Entity, Suo-moto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document.

### 2.2.6

- Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

### 2.3 Amendment of Bidding Document

#### 2.3.1

- Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal.

#### 2.3.2

- To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e-procurement portal and newspapers.

### 3. Preparation of Bids

#### 3.1 Cost of Bidding

##### 3.1.1

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

##### 3.1.2

- The Bidder shall furnish the scanned attested copies of following documents with its Bid:
### Section – I Instruction to Bidders

**RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.**

| 3.1 | i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favor of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm.  
ii. GST registration certificate and GST clearance certificate from the concerned GST Officer and Permanent Account Number (PAN) given by the Income Tax Department.  
iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship.  
iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favor of the person signing the Bid.  
v. Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter into an agreement or an existing agreement in the form of a Joint Venture, Consortium or Association. |
| --- | --- |
| 3.2 | Language of Bid  
3.2.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 3.3 | Documents Comprising the Bid  
3.3.1 The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.  
One more cover containing scanned copies of proof of payment in form specified in Bid Data Sheet, of the price of Bidding Document, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately. |
| 3.3.2 | The Technical Bid/ Proposal shall contain the following:  
i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled-up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms];  
ii. Proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10;  
iii. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11;  
v. Documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;
### Section – I Instruction to Bidders

**RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.**

| vi. Drawings/designs in support of the Works to be executed;  
vii. The Notice Inviting Bids;  
viii. Any other document required in the BDS; and  
ix. Others considered necessary to strengthen the Bid submitted. |
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<tr>
<td>3.3.3 The Financial Bid/Price Proposal shall contain the following: Financial Bid/Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5; Any other document required in the BDS.</td>
<td></td>
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</tbody>
</table>
| 3.4 Bid Submission Sheets and Price Schedules  
| 3.4.1 The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 3.4.2 The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms]. |
| 3.5 Bid Prices  
| 3.5.1 i. In case of Item Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity but will have to be executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.  
ii. In case of Percentage Rate Contracts, combined single percentage above or below must be quoted by the Bidder for all items of the Bill of Quantities.  
iii. In case of Lump Sum Contracts, only Total Price which the Bidder wants to charge for the entire Works with all its contingencies in accordance with drawings and specifications shall be quoted by the Bidder. A Schedule of Rates shall be specified in the Bid Data Sheet in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works specified in Activity Schedule given in Bid Data Sheet. |
| 3.5.2 Prices quoted by the Bidder shall be fixed during the Bidder’s Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. |
| 3.5.3 All duties, other levies payable by the Bidder under the |
### Currencies of Bid

#### 3.6.1

The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees (INR) unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.

### Documents Establishing the Eligibility of the Bidder

#### 3.7.1

To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall:
- complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms];
- if the Bidder is an existing or intended Joint Venture [JV], Consortium or Association in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement.

The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or intended JV / Consortium shall authorize an individual/ partner in one of the firms as lead partner of the JV / Consortium to act and commit all the partners of JV / Consortium for the Bid.

### Documents Establishing the Qualifications of the Bidder

#### 3.8.1

To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified in Section III, [Evaluation and Qualification Criteria].

### Period of Validity of Bids

#### 3.9.1

Bids shall remain valid for 120 days or the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

#### 3.9.2

In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.10 [Bid Security] shall also be got extended for thirty days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid.

### Bid Security

#### 3.10.1

Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS.

#### 3.10.2

Bid Security shall be 10% of the value of the Works as indicated in the NIB. For bidders registered with the Procuring Entity, the bid security shall be 10% of the value of works indicated in the NIB. The bid security shall be in Indian Rupees, if not otherwise specified in the BDS.

#### 3.10.3

The Bid Security may be given in the form of a banker’s cheque or demand draft or bank guarantee of a Scheduled Bank.
### Section – I Instruction to Bidders

**RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.**

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| 3.10.4 | In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration, the Bidder shall use the form included in Section IV [Bidding Forms]. |
| 3.10.5 | Scanned copy of Bid Security instrument or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected. |
| 3.10.6 | Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited. |
| 3.10.7 | The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity. |
| 3.10.8 | Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.10.3. The Procuring Entity shall respond promptly to such a request. |
| 3.10.9 | The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer, or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy. |
| 3.10.10 | The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security]. |
| 3.10.11 | The Bid Security taken from a Bidder shall be forfeited in the following cases, namely: -  
  i. when the Bidder withdraws or modifies his Bid after opening of Bids; or  
  ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or  
  iii. when the Bidder fails to commence the Works as per Work Order within the time specified; or  
 Bank in India, in specified format, or deposited through eGRAS/net-banking, if permitted. |
### Section – I Instruction to Bidders

#### RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

| 3.10.12 | iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the prescribed time limit after the work order is placed;  
v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or  
vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors]. |
| 3.10.13 | In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security. |
| 3.10.14 | The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:  
i. the expiry of validity of Bid Security;  
ii. the execution of agreement for procurement and Performance Security is furnished by the successful bidder;  
iii. the cancellation of the procurement process; or the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted. |
| 3.11 | The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV shall enter into an Agreement to form a legally constituted JV / Consortium after the issue of Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted. |
| 3.11.1 | All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid. |

#### Format and Signing of Bid

- **3.11.1**
  
  All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid.
### Section – I Instruction to Bidders

#### RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

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<thead>
<tr>
<th>Section</th>
<th>Instruction</th>
<th>Details</th>
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<tbody>
<tr>
<td>4.1</td>
<td>Sealing and Marking of Bids</td>
<td>Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.raj.nic.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.</td>
</tr>
<tr>
<td>4.1.1</td>
<td>Sealing and Marking of Bids</td>
<td>The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL.</td>
</tr>
<tr>
<td>4.2</td>
<td>Deadline for Submission of Bids</td>
<td>Bids shall be submitted electronically only up to the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof.</td>
</tr>
<tr>
<td>4.3</td>
<td>Withdrawal, Substitution and Modification of Bids</td>
<td>A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal, duly digitally signed by the Bidder or his authorized representative and shall include a copy of the authorization in accordance with ITB Sub-Clause 3.11.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids].</td>
</tr>
<tr>
<td>4.3.1</td>
<td>Withdrawal, Substitution and Modification of Bids</td>
<td>No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.9. [Period of Validity of Bids] or any extension thereof.</td>
</tr>
<tr>
<td>4.4</td>
<td>Bid Opening</td>
<td>The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present.</td>
</tr>
<tr>
<td>4.4.1</td>
<td>Bid Opening</td>
<td>The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.</td>
</tr>
<tr>
<td>4.4.2</td>
<td>Bid Opening</td>
<td>The Bidders may choose to witness the electronic Bid opening procedure online.</td>
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<tr>
<td>4.4.3</td>
<td>Bid Opening</td>
<td>The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Procuring Entity in evaluation of their Technical Bids.</td>
</tr>
<tr>
<td>4.4.4</td>
<td>Bid Opening</td>
<td>The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding Bidders’ names and addresses. The authority letters brought by the representatives shall be attached to the</td>
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### Section – I Instruction to Bidders

**RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.**

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<th>4.4.6</th>
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<td>First, covers marked as &quot;WITHDRAWAL&quot; shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened. Next, covers marked as &quot;SUBSTITUTION Technical Bid&quot; shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Bid opening. Covers marked as “MODIFICATION Technical Bid” shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modifications to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.4.4.</td>
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<th>4.4.7</th>
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</table>
| All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded- 
  i. The name of the Bidder; 
  ii. Whether there is a modification or substitution; 
  iii. Whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed; 
  iv. Any other details as the Bids opening committee may consider appropriate. 

After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee. |

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<th>4.4.8</th>
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<tr>
<td>Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</td>
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<td>4.4.9</td>
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<td>4.4.10</td>
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<td>4.4.11</td>
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<td>4.4.12</td>
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| 4.4.13 | All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded-
   i. the name of the Bidder;
   ii. whether there is a modification or substitution;
   iii. the Bid Prices;
   iv. any other details as the Bids opening committee may consider appropriate.
   After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page of each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee. |
| 4.4.14 | The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date. |
### 5. Evaluation and Comparison of Bids

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<th>Subsection</th>
<th>Description</th>
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<tbody>
<tr>
<td>5.1</td>
<td>Confidentiality</td>
<td>5.1.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</td>
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<td>5.1.2 Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may be resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.</td>
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<td>5.1.3 Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing.</td>
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<tr>
<td>5.2</td>
<td>Clarification of Technical or Financial Bids</td>
<td>5.2.1 To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.</td>
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<td>5.2.2 Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.</td>
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<td>5.2.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.</td>
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<td>5.2.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.</td>
</tr>
<tr>
<td>5.3</td>
<td>Deviations, Reservations and Omissions in Technical or Financial Bids</td>
<td>5.3.1 During the evaluation of Technical or Financial Bids, the following definitions apply: i. “Deviation” is a departure from the requirements specified in the Bidding Document; ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</td>
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</table>
| 5.4     | Nonmaterial Non-conformities in Technical or Financial Bids | 5.4.1 Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any non-conformities (with recorded reasons) in the Bid that do not
<table>
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<tr>
<th>Financial Bids</th>
<th>constitute a material deviation, reservation or omission.</th>
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<tr>
<td>5.4.2 Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</td>
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<tr>
<td>5.4.3 Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.  <em>[This ITB Sub-Clause should be kept only when considered necessary]</em></td>
<td></td>
</tr>
</tbody>
</table>
| 5.5 Correction of Arithmetical Errors in Financial Bid | Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:  
   i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;  
   ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and  
   iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. |
| 5.5.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited, or its Bid Securing Declaration shall be executed. |
| 5.6 Preliminary Examination of Technical or Financial Bids | The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted. |
| 5.6.2 The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided:  
   i. Bid is signed, as per the requirements listed in the |
### Section – I Instruction to Bidders

**RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.**

#### Section I ITB16

- Bidding documents;
- ii. Bid has been sealed as per instructions provided in the Bidding documents;
- iii. Bid is valid for the period, specified in the Bidding documents.
- iv. Bid is accompanied by Bid Security or Bid securing declaration;
- v. Bid is unconditional and the Bidder has agreed to give the required performance Security;
- vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules];
- vii. written confirmation of authorization to commit the Bidder;
- viii. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and Other conditions, as specified in the Bidding Document are fulfilled.

<table>
<thead>
<tr>
<th>5.7</th>
<th>Responsiveness of Technical or Financial Bids</th>
<th>5.7.1</th>
<th>The Procuring Entity’s determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid].</th>
</tr>
</thead>
</table>
| 5.7.2 | | | A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:
|      | (a) if accepted, would- | | (a) if accepted, would- |
|      | i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or | | i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or |
|      | ii. limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity’s rights or the Bidder’s obligations under the proposed Contract; or | | ii. limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity’s rights or the Bidder’s obligations under the proposed Contract; or |
|      | (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. | | (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |

| 5.7.3 | The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Procuring Entity’s Requirements have been met without any material deviation, reservation, or omission. |

| 5.7.4 | If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |

<table>
<thead>
<tr>
<th>5.8</th>
<th>Examination of</th>
<th>5.8.1</th>
<th>The Procuring Entity shall examine the Bids to confirm that all</th>
</tr>
</thead>
</table>

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Jaipur Municipal Corporation Greater & Heritage  
Section I ITB16
### Terms and Conditions of the Technical or Financial Bids

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.8.2</td>
<td>The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V [Procuring Entity's Requirements] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document] have been met without any material deviation or reservation.</td>
</tr>
<tr>
<td>5.9</td>
<td>The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.</td>
</tr>
<tr>
<td>5.10</td>
<td>The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.</td>
</tr>
<tr>
<td>5.10.2</td>
<td>To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.</td>
</tr>
</tbody>
</table>
| 5.10.3  | To evaluate a Financial Bid, the Procuring Entity shall consider the following:  
  i. the Bid Price quoted in the Financial Bid;  
  ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors];  
  iii. Adjustment of bid prices due to rectification of nonmaterial nonconformities or omissions in accordance with ITB Sub Clause 5.4.3 [Nonmaterial Nonconformities in Bids], if applicable. |
| 5.10.4  | If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract. |
| 5.11    | The Procuring Entity shall compare all substantially... |
### Section – I Instruction to Bidders

#### RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>Section</th>
<th>Sub-section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.12</td>
<td>Negotiations</td>
<td>responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10 [Evaluation of Financial Bids].</td>
</tr>
<tr>
<td>5.12.1</td>
<td></td>
<td>To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.</td>
</tr>
</tbody>
</table>
| 5.12.2 | | Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-  
  i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or  
  ii. When the rates quoted vary considerably and considered much higher than the prevailing market rates. |
<p>| 5.12.3 | | The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings. |
| 5.12.4 | | The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations. |
| 5.12.5 | | Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions. |
| 5.12.6 | | In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer. |
| 5.12.7 | | In case the rates even after the negotiations are considered very high, fresh Bids shall be invited. |
| 5.13 | Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids | The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders. |
| 6.1 | Procuring Entity’s Right to Vary Quantities | If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Bidding Document. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Instruction to Bidders</th>
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</thead>
<tbody>
<tr>
<td><strong>6.1.2</strong></td>
<td>Order for additional quantity of an item of the Works up to 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price.</td>
</tr>
<tr>
<td><strong>6.2 Acceptance of the successful Bid and award of contract</strong></td>
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</tr>
<tr>
<td><strong>6.2.1</strong></td>
<td>The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.</td>
</tr>
<tr>
<td><strong>6.2.2</strong></td>
<td>Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications.</td>
</tr>
<tr>
<td><strong>6.2.3</strong></td>
<td>A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.</td>
</tr>
<tr>
<td><strong>6.2.4</strong></td>
<td>The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidders in the Bidding Document for the subject matter of procurement.</td>
</tr>
<tr>
<td><strong>6.2.5</strong></td>
<td>Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.</td>
</tr>
<tr>
<td><strong>6.2.6</strong></td>
<td>If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Bidder given in the Bidding Document.</td>
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<tr>
<td><strong>6.3 Signing of Contract</strong></td>
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<tr>
<td><strong>6.3.1</strong></td>
<td>In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV / Consortium still to be legally constituted, all parties to the JV / Consortium shall sign the Agreement.</td>
</tr>
<tr>
<td><strong>6.3.2</strong></td>
<td>If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.</td>
</tr>
</tbody>
</table>
### Section – I Instruction to Bidders

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

#### 6.3.3

The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

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<tr>
<th>6.4</th>
<th>Performance Security</th>
<th>6.4.1</th>
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Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.

(i) The amount of Performance Security shall be ten percent, or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.

(ii) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.

| 6.4.3 | Performance Security shall be furnished in one of the following forms as applicable-
|  | (a) Deposit through eGRAS; or |
|  | (b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or |
|  | (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Postmaster; or |
|  | (d) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or |
|  | (e) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The
<table>
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<th>Section – I Instruction to Bidders</th>
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<tbody>
<tr>
<td>Jaipur Municipal Corporation Greater &amp; Heritage</td>
<td>Section I ITB21</td>
</tr>
<tr>
<td>RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.</td>
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<tr>
<td>Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</td>
<td>(f) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from each running and final bill @ 10% of the amount of the bill.</td>
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<tr>
<td>Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and/or maintenance and defect liability period, if any.</td>
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<tr>
<td>Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.</td>
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<tr>
<td>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases: i. When the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or</td>
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<tr>
<td>ii. When the Bidder fails to commence the Works as per Work order within the time specified; or</td>
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<td>iii. When the Bidder fails to complete Contracted Works satisfactorily within the time specified; or</td>
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<tr>
<td>iv. When any terms and conditions of the contract is breached; or</td>
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<tr>
<td>v. To adjust any established dues against the Bidder from any other contract with the Procuring Entity; or</td>
<td></td>
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<tr>
<td>vi. If the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Bidding Document.</td>
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<tr>
<td>vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</td>
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### 7. Redressal of Grievances during Procurement Process (Appeals)

<table>
<thead>
<tr>
<th></th>
<th>Grievance handling procedure during procurement process</th>
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</tr>
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<tbody>
<tr>
<td>7</td>
<td>7.1</td>
<td>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Annexure C of these ITB.</td>
</tr>
</tbody>
</table>
Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:
(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) not mislead any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercive including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:
The Bidder participating in a bidding process must not have a Conflict of Interest.
A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
a. have controlling partners/ shareholders in common, or
b. receive or have received any direct or indirect subsidy from any of them, or
c. have the same legal representative for purposes of the Bid; or
d. have a relationship with each other directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ........................................ for procurement of ........................................... in response to their Notice Inviting Bids No.............. Dated............. I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:
1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the tax as payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: ..............................................................
Place: ..............................................................

Signature of bidder
Name: ..............................................................
Designation: ..............................................................
Address: ..............................................................

Doc: 1
Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is

(1) Filing an appeal

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

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

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

(5) Form of Appeal

(a) An appeal under para (1) or (2) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc
(e) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

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

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

(7) Procedure for disposal of appeal

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

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

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

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

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

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
Section – I Instruction to Bidders
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

FORM No. 1
[See rule 33]
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. .......... of ............
Before the ....... ............... (First / Second Appeal Authority)

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

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

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

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

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

6. Grounds of appeal:

   ...........................................................................................................................................
   ...........................................................................................................................................
   ...........................................................................................................................................
   (Supported by an affidavit)

7. Prayer:

   ...........................................................................................................................................
   ...........................................................................................................................................
   ...........................................................................................................................................

Place ........................................
Date ........................................
Appellant’s Signature
Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Security Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed ten percent of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
Section – I Instruction to Bidders
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

Annexure E

Clause 1: Fair Wage Clause

(a) The Contractor shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

Explanation: “Fair Wage” means minimum wages for time or piece work, fixed revised, by the State Government under the Minimum Wages Act, 1948.

(b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his subcontractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor’s part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor’s Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reason of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) Vis-à-Vis the Jaipur, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his subcontractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works:

(a) For works costing Rs. 100 lac and above—One Graduate Engineer.

(b) For works costing between Rs. 50 lac to Rs. 100 lac—One qualified diploma holder having experience of not less than 3 years.

(c) For works costing between Rs. 15 lac and Rs. 50 lac—One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.
Section – I Instruction to Bidders
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

Clause 1:
The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued thereunder, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 4: Safety Code
The Contractor shall follow the safety code of electricity strictly.

Clause 5:
Near Relatives barred from tendering
The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared in valid and earnest money shall be forfeited, (b) after sanction of the tender than the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

Note: By the term ‘near relative’ is meant wife, husband, parents and grand-parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause 6: Retired Gazetted Officers barred for 3 years
No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 3 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before, submission of the tender or engagement in the contractor’s service, as the case may be.

Clause 7: Quality Control
The Municipal Corporation Jaipur shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests and shall bear the cost of all tests.

Clause 8:
The work (whether full constructed or not) and all materials, machines, tools and plant, scaffolding.
Section – I Instruction to Bidders
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

Clause 9: Death of Contractor

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies the legal heirs of the Contractor or the Chief Engineer or duly authorised Engineer shall have the option of terminating the contract without any compensation.

Clause 10: Force Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts or God such as-unprecedented floods, volcanic eruptions, earthquake of other invasion of nature and other acts.

Clause 11: General Discrepancies and errors:

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the department in the “G” Schedule, the rates as given in the basic Schedule of Rates of the Department for the area shall be taken as correct.

Clause 12: Post payment Audit & Technical Examination:

The Government shall have right to provide a system of per-check of Contractor’s bill by a specified Organization, and payment by an Engineer or an Accounts Officer/ Sr. Accounts Officer/ Chief Accounts Officer/ Financial Advisor, as the Government may in its absolute discretion prescribe. Any over-payments/ excess payment detected, as a result of such per-check post-check of Contractor’s bill, can be recovered from the contractor’s bills in the manner, herein before provided and the Contractor will refund such over/ excess payments.

Clause 13: Check Measurements:

The department reserves to itself, the right to prescribe a scale of check measurement of work in general, or specific scale for specific works of by other special orders (about which the decision on the department shall be final) Checking of measurement by superior officer shall supersede measurements by the subordinate officer and the former will become the basis of the payment. Any over/excess payment detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified elsewhere in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 14: Check Measurements:

Tender from 02-01-14
The Contractor in course of the work should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage on the Government. As per direction of the Engineer-in-Charge.

Clause 16: Recovery from Contractors:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriation in part or whole of the Performance Guarantee and/ or Security Deposit. Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, thereafter, may become due to the Contractor, under this or any other contract with the Governer of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Department on demand the balance remaining dues.

The department shall, further, have the right to affect such recoveries under Public Demands Recovery Act.

Clause 10: Jurisdiction of Court:

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed any by no other court, after completion of proceedings under Clause 23 of this contract.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidders, whose Bid is accepted.
SECTION II
BIDDING DATA SHEET
This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I: Instructions to Bidders.

Contents

A. Introduction

B. Bidding Documents

C. Preparation of Bids

D. Submission and Opening of Bids

E. Award of Contract
## A. Introduction

**ITB 1.1.1** The Number of the Invitation for Bids (NIT) is: Jaipur Municipal Corporation Greater & Heritage, Rajasthan
Name of Work: Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.
(Detailed Scope of work has been defined in Section V: Procuring Entity's Requirement)

**1.1.2** Period of Completion:
The Physical Works shall be completed in its entirety within 2 Year from the Start Date, which shall be the date of issue of the Notice to proceed or such other Start Date as may be specified in the Notice to proceed.

**1.1.3** Estimated Cost of work is: Rs. 15.05 Crore. (including of GST)

**ITB 1.4.1** Joint Ventures / Consortium are permitted comprising not more than 2 (two) firms/companies. The minimum equity under JV / Consortium of lead firm should be min 51%.

**ITB 1.4.2** “Bidders of Indian Nationality” are only permissible.

**ITB 1.4.5** Registration with Government Department/Organisation class AA or above is compulsory.

**ITB 1.4.8** The bidding process is open to bidders who fulfill the prescribed eligibility criteria.

**ITB 1.4.9** Each bidder shall upload on-line / submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Works will be disqualified.

## B. Bidding Documents

**ITB 2.1.3** This is an “on-line tender”. Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost (Rs 10,000/-) while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1,000/- separately in favor of RISL, Jaipur.

The bidder should submit, by date & time specified in bid document, in original, hard copies of (i) cost of bid document as Rs. 10,000/- for each work in the form of DD/ Banker’s Cheque of a scheduled bank in India or eGRAS in the name of Commissioner & Administrator Nagar Nigam Jaipur Heritage/Greater payable at Jaipur; (ii) Bid processing fee of Rs. 1,000/- for each work in the form of DD in the name of Managing Director, RISL, Jaipur payable at Jaipur; (iii) Bid Security as per RTPP; (iv) Letter of Technical Bid; (v) Power of Attorney; and (vi) Joint Venture Agreement, if applicable. The bidder should upload scanned copies of these documents on e-procurement website along with their technical bids.

**ITB 2.2.1** For Clarification purposes only, the Procuring Entity's address is:

**OFFICE OF THE Commissioner & Administrator**
Nagar Nigam Jaipur Greater & Heritage
Pt. Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302015
### ITB 2.2.2
Pre bid Meeting held as below:

**Date:** 17/06/2020  
**Time:** 03:30 PM  
**Venue:** Jaipur Municipal Corporation Greater & Heritage, Pt. Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302015  
No site visit shall be organized by the procuring entity. However, bidder are advised to visit the sites at their own expenses and if any support is required, shall be provided by the JMC.

### ITB 2.2.3
The Bidders are requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week. However, Department may also consider questions / queries raised in writing only.

### ITB 2.3.1
Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portals [http://sppp.rajasthan.gov.in/](http://sppp.rajasthan.gov.in/) and [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) or jaipurmc.org

### ITB 2.3.2
To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal.

### C. Preparation of Bids

#### ITB 3.2.1
The language of the bid shall be **English**

#### ITB 3.3.1
The online Bid shall comprise of two parts submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid / Proposal.

#### ITB 3.3.2
The Bidder shall submit the forms, declarations and documents, as specified in Section IV of Bid Document, with the Technical Bid:

#### ITB 3.3.3
The Bidder shall submit the following additional documents with its Technical Bid:

1. Technical Bid/Proposal Submission Sheet and Technical Bid containing the filled-up Bidding Forms and Declarations related to Technical Bid, possession of required qualifications and Code of Integrity given in Section IV [Bidding Forms];
2. Proof of payment of price of Bidding Document, processing fee and Bid Security in accordance with ITB Clause 3.10;
3. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11;
4. Documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder’s eligibility to bid;
5. Documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;
6. The Notice Inviting Bids;
7. The PAN No. (Permanent Account Number) of Income tax with the Xerox copy of the PAN card.
8. Alternative bids shall not be permitted.
9. Alternative times for completion shall not be permitted. (However, this does not
Section – II: Bid Data Sheet
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| ITB 3.5.1 | Add following:  
(a) The form of contract for the work “Underground Multi Story Parking at Old Atish Market Tripolia Bazaar, Pink City, Jaipur” will be a Lump Sum contract on EPC basis. |
| ITB 3.5.2 | The Prices quoted by the Bidder shall be fixed. |
| ITB 3.5.3 | All variations in taxes and duties shall be borne as per relevant clause of the Section VI B: SCC |
| ITB 3.9.1 | The Bid validity period shall be 120 (One Twenty days) days from deadline for submission of bids. |
| ITB 3.10.2 | Add following:  
Bid security shall be of the value of Rs. 30.1 Lakh (Rupees Thirty Lakh and ten Thousand Only), as indicated in NIB for all bidders. |
| ITB 3.10.3 | A Bid Security shall be provided as a part of the bid in the form of a Banker’s Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in India, in specified format which shall remain valid for a period of 45 (forty-five) days beyond the validity of the bid. |
| ITB 3.11.1 | Only Digital signed copy shall be submitted through e-procurement website. |
| ITB 3.11.2 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney. |

D. Submission and Opening of Bids

| ITB 4.1.1 | For bid submission purposes only, the Procuring Entity’s address is:  
OFFICE OF THE Commissioner & Administrator  
Nagar Nigam Jaipur Greater & Heritage.  
Pt. Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302015  
Bidders shall submit their Bids electronically only.  
The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the tender. The Bidder shall be responsible for documents accuracy and correctness as per the version uploaded by the Procuring Entity and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall follow the following instructions for online submission:  
• Bidder who wants to participate in bidding will have to procure digital certificate as per IT Act to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on above mentioned website after digitally signing the same.  
• Cost of bid document is Rs. 10,000/- per tender should be deposited by Non-Refundable Demand Draft drawn in favor of Commissioner, Nagar Nigam Jaipur payable at Jaipur, whereas the Processing fee Rs. 1,000/- should be deposited by Non-Refundable Demand Draft drawn in favor of MD, RISL, Jaipur payable at
Section – II: Bid Data Sheet
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Jaipur.</td>
<td>Original documents along with above mentioned fees and other documents as per bid conditions, has to be deposited up to prescribed date before opening of technical bid.</td>
</tr>
<tr>
<td>•</td>
<td>The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter.</td>
</tr>
<tr>
<td>•</td>
<td>If holiday is declared on submission &amp; opening date of tender the scheduled activity will take place on next working day.</td>
</tr>
<tr>
<td>ITB 4.1.2</td>
<td>Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal: <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>ITB 4.2.1</td>
<td>The Deadline for electronic Bid submission is</td>
</tr>
<tr>
<td>Date: 10/07/2020</td>
<td></td>
</tr>
<tr>
<td>Time: 06:00 PM</td>
<td></td>
</tr>
<tr>
<td>ITB 4.4.1,4.4.5</td>
<td>The online Bid opening shall take place at:</td>
</tr>
<tr>
<td>OFFICE OF THE Commissioner &amp; Administrator</td>
<td></td>
</tr>
<tr>
<td>Nagar Nigam Jaipur Heritage/Greater.</td>
<td></td>
</tr>
<tr>
<td>Pt. Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road, Jaipur-302015</td>
<td></td>
</tr>
<tr>
<td>The tendering process shall be conducted online only; DD/BG tender fee, processing fee and Bid Security shall be submitted physically up to deadline described in tender document.</td>
<td></td>
</tr>
<tr>
<td>ITB 4.4.13, 4.4.15</td>
<td>The Procuring Entity will open the Financial proposal as per e-tendering procedure.</td>
</tr>
</tbody>
</table>

**E. Award of Contract**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 6.3.1</td>
<td>The period within which the Performance Security is to be submitted by the successful Bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 15 Days.</td>
</tr>
<tr>
<td>ITB 6.3.3</td>
<td>The procuring entity shall promptly return the bid security after the earliest of the following events, namely:</td>
</tr>
<tr>
<td>1.</td>
<td>The expiry of validity of bid security</td>
</tr>
<tr>
<td>2.</td>
<td>The execution of agreement for procurement and performance security is furnished by the successful bidder;</td>
</tr>
<tr>
<td>3.</td>
<td>The cancellation of the procurement process; or</td>
</tr>
<tr>
<td>4.</td>
<td>The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</td>
</tr>
<tr>
<td>ITB 6.4.1</td>
<td>Performance Security shall be solicited from the successful Bidder.</td>
</tr>
<tr>
<td>ITB 6.4.3</td>
<td>(F) Deleted</td>
</tr>
<tr>
<td>Performance Security amounting to total 10% of contract value and if any provisional sum along with additional security, as may be asked for by the Procuring Entity (Ref Clause 6.4.2 of ITB) shall be submitted/ deducted as follows:</td>
<td></td>
</tr>
<tr>
<td>(i) Contractor shall submit Performance Security in advance at the time of signing of agreement as per latest rules under RTPP act. Bank Guarantee submitted against</td>
<td></td>
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<td></td>
<td></td>
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<tr>
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</tbody>
</table>
|  | the performance guarantee, shall be unconditional and en-cashable/ invokable at Town for which tenders are invited or submitted at Jaipur.
| (ii) | If there is no reason to retain the Performance Security, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period. |
| 7.1 | First Appellate Authority shall be: Director Cum Joint Secretary LSG., Govt of Rajasthan  
Second Appellate Authority shall be: Secretary LSG Govt. of, Rajasthan |
SECTION III
EVALUATION AND QUALIFICATION CRITERIA
Contents

A. Evaluation Criteria

B. Preliminary Qualification Criteria
   1. Eligibility
   2. Pending Litigation
   3. Financial Situation
   4. Experience
      General Construction Experience
      Specific Construction Experience
      Construction Experience in Key Activities
      Declaration by the Bidder regarding Qualification
A. Evaluation Criteria

The successful Bid will be the lowest evaluated responsive Bid, which qualifies technical evaluation.

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

Quantifiable Nonconformities, Errors and Omissions.
The evaluated cost of quantifiable non-conformities, errors and/or omissions is determined as follows: “Pursuant to ITB Clause 5.4, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.”

For guidance: The cost of minor omissions or missing items should be added to the Bid Price to allow for bid comparison on an actual basis. The price adjustment should be based on reasonable estimate of the cost by the executing agency, engineer. Consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other confirming bids. The price adjustment may be based on the price of the item quoted by the next lowest qualified bidder.

B. Preliminary Qualification Criteria:

1. Eligibility:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td>Single Entity</td>
<td>Joint Venture / Consortium</td>
</tr>
<tr>
<td></td>
<td>All Partners Combined</td>
<td>Each Partner</td>
</tr>
<tr>
<td>i) Nationality</td>
<td>Nationality in accordance with ITB sub Clause 1.4.2</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>ii) Conflict of Interest</td>
<td>No conflicts of interest in accordance with ITB Sub-clause 1.4.3 &amp; ITB Annexure-A</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>iii) Debarment/Transgression by any Procuring Entity.</td>
<td>Must declare</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
### 2. Pending Litigation:

<table>
<thead>
<tr>
<th>Pending Litigation</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Must meet requirement by itself or as partner to past or existing JV / Consortium</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

**NOTE:** CA certificate clearly mentioning with calculation that pending litigation in total not more than 50% of Bidder’s net worth.

### 3. Financial Situation:

<table>
<thead>
<tr>
<th>Criteria Requirement</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint Venture / Consortium(permitted)</td>
</tr>
<tr>
<td></td>
<td>All Partners Combined</td>
<td>Lead Member</td>
</tr>
</tbody>
</table>

#### 3.1 Historical Financial Performance

**Net Worth**

Submission of audited financial statements or other financial statements acceptable to the Employer, for the last Five (5) years to demonstrate the current soundness of the Bidder’s financial position. As a minimum the Bidder’s net worth for the last financial year (FY 2018-19) calculated as the difference between total assets and total liabilities should be positive (Certificate of Chartered Accountant showing calculation of Net worth shall be provided).

<table>
<thead>
<tr>
<th>Turnover</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Annual Turnover of last five</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Turnover</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Annual Turnover of last five</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>Criteria</td>
<td>Compliance Requirements</td>
<td>Documents Submission Requirements</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td></td>
<td>Single Entity</td>
<td>Joint Venture / Consortium(permited)</td>
</tr>
<tr>
<td>Requirement</td>
<td>All Partners Combined</td>
<td>Lead Member</td>
</tr>
<tr>
<td>financial years, calculated as per total certified payments received for contracts completed or in progress, should be equal to or more than Rs. 15.05 Crore.</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

**NOTE:** Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid will not be considered. The calculation sheet for annual average turnover of similar work shall be certified by a Chartered Accountant.

<table>
<thead>
<tr>
<th>Working Capital</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Capital based on the current assets and current liabilities (including the short-term loan repayments due in current years) should be minimum of 25% of the estimated cost of bid.</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td>(Available Working Capital shall be evaluated as Current Assets + Revolving Line of Credit – Current Liabilities (including loan repayment due within one year))</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

**NOTE:** Certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components. CA must also clearly mention that he has gone through the Revolving line of credit which is issued by scheduled Bank and Bank’s commitment is project specific, assured and without any ambiguity and shall be available till final completion of project, otherwise bid shall not be considered. For revolving line of credit bank’s letter should be attached. The bank issuing resolving line of credit has to be scheduled Bank as per format, otherwise it shall not be considered.
### Experience:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td>Single Entity</td>
<td>Joint Venture / Consortium</td>
</tr>
</tbody>
</table>

#### 4.1 General Construction Experience:

- **05 Years** as contractor, sub-Contractor or management contractor.
  - Must meet requirement
  - Must meet requirement
  - Must meet requirement
  - Must meet requirement
  - Form Exp-I

**NOTE:** Certificate of Charted Accountant must be submitted, clearly indicating similar work-related experience based on similar work-related turnover of the firm.

#### 4.2 Specific Construction Experience

The bidder should have experience of the following in last five financial years (2014-15 to 2018-19); experience in current year shall also be counted up to deadline for submission of bid.

- Experience of having successfully completed similar works in India during last 5 years ending last day of the month previous to the one in which applications are invited should be either of the following:
  - (i) Three similar completed work each costing not less than the amount of Rs. 602 Lakh (equal to 40% of the estimated cost of the Project);
  - OR
  - (ii) Two similar completed work each costing not less than the amount of Rs. 752.5 Lakh (equal to 50% of the estimated cost of the Project);
  - OR
  - (iii) One similar completed work costing not less than the amount of Rs. 1204 Lakh (equal to 80% of the estimated cost of the Project).

**NOTE:**

(A) The present price level for turnover and cost of completed work of similar nature, the previous years’ value shall be given weight age of 10% per year as follows:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Financial Year</th>
<th>Weight age</th>
</tr>
</thead>
</table>
Section – III: Evaluation and Qualification Criteria

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>2018-19</td>
<td>1.00</td>
</tr>
<tr>
<td>(ii)</td>
<td>2017-18</td>
<td>1.10</td>
</tr>
<tr>
<td>(iii)</td>
<td>2016-17</td>
<td>1.21</td>
</tr>
<tr>
<td>(iv)</td>
<td>2015-16</td>
<td>1.33</td>
</tr>
<tr>
<td>(v)</td>
<td>2014-15</td>
<td>1.46</td>
</tr>
</tbody>
</table>

(B) Similar work shall mean:-Construction of multistory framed RCC structure and have an experience of pile protection/piling work.

4.3 Declaration by the Bidder regarding Qualification:
The form of Declaration by the Bidder regarding Qualification as per Annexure-B to be submit along with this Bid documents.
SECTION IV
BIDDING FORMS
### Contents

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Technical Bid Check List</td>
</tr>
<tr>
<td>4.2</td>
<td>Letter of Technical Bid</td>
</tr>
<tr>
<td>4.3.1</td>
<td>Bid Security (Bank Guarantee Unconditional)</td>
</tr>
<tr>
<td>4.3.2</td>
<td>Bid Securing Declaration</td>
</tr>
<tr>
<td>4.4</td>
<td>Bidder’s Qualification</td>
</tr>
<tr>
<td>4.4.1</td>
<td>Form ELI-1</td>
</tr>
<tr>
<td>4.4.2</td>
<td>Form ELI-2</td>
</tr>
<tr>
<td>4.4.3</td>
<td>Form LIT-1</td>
</tr>
<tr>
<td>4.4.4</td>
<td>Form FIN-1</td>
</tr>
<tr>
<td>4.4.5</td>
<td>Form FIN-2</td>
</tr>
<tr>
<td>4.4.6</td>
<td>Form FIN-3</td>
</tr>
<tr>
<td>4.4.7</td>
<td>Form FIN-4</td>
</tr>
<tr>
<td>4.5</td>
<td>Form EXP-1</td>
</tr>
<tr>
<td>4.6</td>
<td>Form EXP-2a</td>
</tr>
<tr>
<td>4.7</td>
<td>Form EXP-2b</td>
</tr>
<tr>
<td>4.8</td>
<td>Form: Assured Revolving line of credit</td>
</tr>
<tr>
<td>4.9</td>
<td>Declaration by the Bidder under Sections 7 and 11 of the Act</td>
</tr>
<tr>
<td>4.10</td>
<td>Letter of Financial Bid</td>
</tr>
<tr>
<td>4.11</td>
<td>Power of Attorney</td>
</tr>
<tr>
<td>4.12</td>
<td>Joint Venture Agreement</td>
</tr>
<tr>
<td>4.13</td>
<td>Statement for work in hand</td>
</tr>
<tr>
<td>4.14</td>
<td>Calculation of Available Bid Capacity</td>
</tr>
<tr>
<td>4.15</td>
<td>Self-Declaration by Bidder: No Blacklisting</td>
</tr>
<tr>
<td>4.16</td>
<td>Certificate of Conformity / No Deviation</td>
</tr>
<tr>
<td>4.17</td>
<td>Check Points</td>
</tr>
<tr>
<td>4.18</td>
<td>Self-Appraisal Sheet</td>
</tr>
<tr>
<td>4.19</td>
<td>Bill of Quantities / Activity Schedule</td>
</tr>
</tbody>
</table>
Technical Bid (With Reference to Section III) Check List

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following, otherwise the bid shall be considered incomplete and may lead to non-responsive:

1. Notice Inviting Tender  
2. CA’s certificates  
3. Bank’s letter as required in Tender Document (if applicable).  
4. GST Registration, as required per law  
5. Proof of payment of Bid Security  
6. Proof of Cost of bidding document or receipt of such cost.  
7. Proof of Bid processing fee as specified.  
8. Bid capacity stipulations as required in Tender Document.  
9. Completion Certificates of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.  
10. Work orders of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.  
11. Drawings / designs / technical documents (if required) in support of works to be executed  
12. Any modifications or withdrawal.  
13. Other documents considered necessary to strengthen the bid.  
14. JV / Consortium agreement against which experience for eligibility is claimed to demonstrate clearly the JV / Consortium members work in that JV / Consortium.  
15. Registration certificate of each bidder / JV / Consortium Partner in Class B or equivalent in any State / Central / PSU / in India.  
16. Self-Declaration by Bidder: No Blacklisting  
17. Certificate of Conformity / No Deviation  
18. Check Points and Self-Appraisal sheet
Letter of Technical Bid

Technical Bid Submission Sheet (In Bidder's Own Letterhead)

Date: _________ NIT No.: ______________

To: __________________________________________________________________________

Sir,

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Document, including Addenda No.___________

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

c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _______ percent of the Contract Price or Performance Security Declaration, as the case may be for the due performance of the Contract;

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
</table>

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

m) Other comments, if any:

Yours faithfully,

Signature:

Name/ address: _______________________________

In the capacity of: _______________________________

Signed: _______________________________

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

Date: __________

Tel: ______________ Fax: ______________ E-mail: ________________________
Bid Security (Bank Guarantee Unconditional) *

Form of Bid Security

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

Beneficiary: [Commissioner & Administrator Nagar Nigam Jaipur Greater & Heritage, JMC, Jaipur RAJSATHAN]

Date:

BID GUARANTEE No.:

We have been informed that ...........................(hereinafter called "the Bidder") has submitted to you its bid dated ...........................(hereinafter called "the Bid") for the execution of ...................................under Notice Inviting Bid No ..................................................... ("the NIB").

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or

(b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity,
   (i) fails or refuses to execute the Contract Agreement,
   (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),

(c) has not accepted the correction of mathematical errors in accordance with the ITB, or

(d) has breached a provision of the Code of Integrity specified in the ITB;

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

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

Signed: ________________________________

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

NOTE: * - Scheduled Bank Only

Name: ________________________________

[insert complete name of person signing the Bid Security]

In the capacity of: ________________________________

[insert legal capacity of person signing the Bid Security]

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

[insert name of the Bank]

Dated on day of ________________________________

[insert date of signing]

Bank's Seal ________________________________

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

Bid Securing Declaration (Not applicable)

Form of Bid Securing Declaration

Date: [insert date (as day, month and year)]
Bid No.: [insert number of bidding process]
Alternative No, if permitted: [insert identification No if this is a Bid for an alternative]

To: [Commissioner & Administrator Nagar Nigam Jaipur Greater & Heritage, JMC, RAJASTHAN]

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of ............................................................................................. starting on ..........................................., if we are in breach of our obligation(s) under the bid conditions, because we:

(a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the ITB; or

(d) breach any provisions of the Code of Integrity as specified in the ITB;

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

Signed: ________________________________

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

Name: ________________________________

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

In the capacity of: ________________________________

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

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

[insert complete name of Bidder]

Dated on day of,

[insert date of signing]

Corporate Seal ________________________________
Section – IV: Bidding Forms

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

[affix corporate seal of the bidder]

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

Bidder’s Qualification

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

1.4.1 Form ELI - 1: Bidder’s Information Sheet

<table>
<thead>
<tr>
<th>BIDDER’S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s legal name</td>
</tr>
<tr>
<td>In case of JV/Consortium, legal name of each partner</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners country of constitution.</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners year of constitution</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners legal address in country of constitution</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners authorized representative (name, address, telephone numbers, fax numbers, e-mail address)</td>
</tr>
</tbody>
</table>

Attached are self-attested copies of the following original documents:

1. In case of single entity, certificate of registration/incorporation and memorandum of association or constitution of the legal entity named above.
2. Authorization to represent the firm or JV / Consortium named in above.
Form ELI – 2: JV / Consortium Information Sheet

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

(Each member of a JV / Consortium / must fill in this form)

<table>
<thead>
<tr>
<th>JV /Consortium/ SPECIALIST CONTRACTOR’S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s legal name</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s legal name</td>
</tr>
<tr>
<td>JV /Consortium Partner’s financial share in the JV</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s country of constitution</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s year of constitution</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s legal address in country of constitution</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)</td>
</tr>
</tbody>
</table>

Attached are attested copies of the following original documents:

1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above.
2. Authorization to represent the firm named above.
Form LIT 1 - Pending Litigation

(Each Bidder or member of a JV / Consortium / must fill in this form to be certified by the Statutory Auditors of the Bidder)

<table>
<thead>
<tr>
<th>Year</th>
<th>Matter in Dispute</th>
<th>Value of Pending Claim in INR</th>
<th>Value of Pending Claim as a Percentage of Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Form FIN 1 – Financial Situation

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

(To be certified by the statutory auditors of the Bidder)

<table>
<thead>
<tr>
<th>Years /Items</th>
<th>Year 1:</th>
<th>Year 2:</th>
<th>Year 3:</th>
<th>Year 4:</th>
<th>Year 5:</th>
</tr>
</thead>
</table>

Information from Balance Sheet in Rupees

(in case of bidders and JV / Consortium partners from outside India, data to be converted at the exchange rate prevailing 28 days prior to the deadline of submission of the bids)

<table>
<thead>
<tr>
<th>Total Assets</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Liabilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Information from Profit & Loss Account/ Income & Expenditure Statement

<table>
<thead>
<tr>
<th>Total Operating Revenues/ Income</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit/ Excess of Income over Expenditure before Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit/ Excess of Income over Expenditure after Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others as required</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attached are attested copies of audited financial statements (balance sheets including all related notes, and Profit & Loss Account/ Income & Expenditure Statement) for the last five (5) years, as indicated above, complying with the following conditions:

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

| Signature of the Statutory Auditors | Signature of Authorized Signatory |
Form FIN 2 Average Annual Construction Turnover in Rupees

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

(To be certified by the statutory auditors of the Bidder)

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount-Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Average Annual Construction Turnover

The information supplied should be the Annual Turnover of the Bidder or each member of a JV / Consortium in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. For JV / Consortium partners from other countries, the conversion to Rupees shall at the rates prevailing on the 31st. March of that year.

Signature of the statutory auditors  Signature of Authorised Signatory

NOTE:

[To bring the earlier year’s amount to the last financial year’s level the following multiplier may be applied.]

The present price level for turnover and cost of completed work of similar nature, the previous years’ value shall be given weight age of 10% per year as follows:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Financial Year</th>
<th>Weight age</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>2018-19</td>
<td>1.00</td>
</tr>
<tr>
<td>(ii)</td>
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<td>2015-16</td>
<td>1.33</td>
</tr>
<tr>
<td>(v)</td>
<td>2014-15</td>
<td>1.46</td>
</tr>
</tbody>
</table>
Form FIN 3 Financial Resources - Rupees

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

<table>
<thead>
<tr>
<th>S. No</th>
<th>Source of Financing</th>
<th>Amount in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Authorised Signatory
Form FIN 4 Current Contract Commitments / Works in Progress

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Contract</th>
<th>Procuring Entity’s Contact Address, Tel., Mobile, Fax, E-mail id</th>
<th>Value of Outstanding work in Rupees</th>
<th>Estimated Completion Date</th>
<th>Average Monthly Invoicing during Last 6 months (Rupees per month)</th>
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Signature of Authorised Signatory
Form EXP – 1: General Experience
Each Bidder or member of a JV / Consortium must fill in this form

<table>
<thead>
<tr>
<th>Starting Month Year</th>
<th>Ending Month Year</th>
<th>Years</th>
<th>Contract Identification and Name</th>
<th>Name and Address of Procuring Entity</th>
<th>Brief Description of the Works Executed by the Bidder</th>
<th>Role of Bidder</th>
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Bidder Must Enclose:

1. Certificate of CA mentioning the construction turnover as per relevant clause.
Form EXP – 2(a): Specific Experience

Note: Please fill up one sheet per contract

<table>
<thead>
<tr>
<th>CONTRACT OF SIMILAR SIZE AND NATURE</th>
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<tr>
<td>Contract No. ................of.</td>
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<tr>
<td>Award Date</td>
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<tr>
<td>Role in Contract</td>
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<tr>
<td>Total Contract Amount</td>
</tr>
<tr>
<td>If partner in a JV / Consortium or subcontractor, specify participation of total contract amount</td>
</tr>
<tr>
<td>Procuring Entity’s Name, Address, Telephone Number, Fax Number, E-mail address</td>
</tr>
</tbody>
</table>

Bidder Must Enclose:

1. Copy of work order.

2. Experience certificate as per relevant clause from an officer not below the rank of executive Engineer or Equivalent.
Form EXP – 2(b): Experience in Key Activities

Fill up one (1) form per contract

<table>
<thead>
<tr>
<th>CONTRACT WITH SIMILAR KEY ACTIVITIES</th>
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<tbody>
<tr>
<td>Contract No. . . . . of . . . .</td>
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<td>Award Date</td>
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<tr>
<td>Total Contract Amount</td>
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<tr>
<td>If partner in a JV / Consortium or subcontractor, specify participation of total contract amount</td>
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<tr>
<td>Employer's Name</td>
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<tr>
<td>Address</td>
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<tr>
<td>Telephone Number</td>
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<tr>
<td>Fax Number</td>
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<tr>
<td>E-mail</td>
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<tr>
<td>Description of the key activities in accordance with Criteria.</td>
</tr>
</tbody>
</table>

OR
Form: Assured Revolving Line of Credit Facility

(To be submitted by a Scheduled Bank on the Bank’s Letter head)

Date: (Insert Date)

To: Commissioner & Administrator Nagar Nigam Jaipur Greater & Heritage
JMC Building, Pt. Deendayal Upadhyay Bhawan
Lal Kothi, Tonk Road, Jaipur-302015

Subject: Letter of Assurance for Revolving line of credit facility for INR ----

Dear Sir,

WHEREAS [name and address of Bidder] (hereinafter called the “Bidder”) intends to submit a bid for------------------------(name of contract package) ---------------------------“ under the Jaipur Municipal Corporation (JMC) (hereinafter called the “Employer”) in response to the Invitation for Bids issued by the JMC through NIB no ------------------------- ;

and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the………………………………………(name of contract package)……………………………………………..In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We………………………………………[name of Bank] of………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder/ JV / Consortium

(To be prepared and submitted as per applicable rules on Non-Judicial Stamp Paper)

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

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date: 

Signature of Bidder

Place: 

Name:

Designation:

Address:
Letter of Financial Bid

Financial Bid Submission Sheet

(To be submitted with financial bid under Vol 2: BoQ only)

Date: __________  NIT No.: __________

To: ____________________________________________

Sir,

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Document, including Addenda No.: ________________________________

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

______________________________________________

c) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is:

______________________________________________

d) The discounts offered, if permitted, and the methodologies for their application are:

______________________________________________

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

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

g) Other comments, if any:

Yours faithfully,

Signature:

Name/ address: __________________________________________

In the capacity of:

Signed ____________________________

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

Date: ________________

Tel: ______________________ Fax: ______________________

E-mail: ______________________
Power of attorney (To be prepared and Submitted as per applicable rules on NON-JUDICIAL STAMP PAPER)

Power of Attorney for Authorized Representative

The firm M/s................................................... authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the __________, to issue and receive correspondence related to all matters of the bid “--------”. We / M/s __________________________ undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm’s

<table>
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<th>S. No.</th>
<th>Name of the All Partner</th>
<th>Signature of Partner with Seal</th>
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<td>4.</td>
<td>Name and Designation of the person Authorized</td>
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<td>5.</td>
<td>Attested Signature of the Authorized Representative</td>
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For Limited Firm’s

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<th>Name and Designation of the person Authorized</th>
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<td>Authority By which the Powers is delegated</td>
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<tr>
<td>Attested Signature of the Authorized Representative</td>
<td></td>
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<tr>
<td>Name and Designation of person attesting the signatures</td>
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</table>
Joint Venture Agreement (Among Two Firms)

(On Rs 1000/- Non-judicial Stamp Paper)

Memorandum of Understanding for

JOINT VENTURE

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

BETWEEN

M/s. ________________________________, a company incorporated, and having its registered office at ________________________________.

(Hereinafter referred to as the “First Party”/ "One Partner”);

M/s. ________________________________, a company incorporated, and having Registered office at ________________________________.

(Hereinafter referred to as the “Second Party”/ “Each Partner”);

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

WHEREAS,

A) The Government of Rajasthan, JAIPUR MUNICIPAL CORPORATION GREATER & HERITAGE. Jaipur Rajasthan (hereinafter referred to as the JMC or procuring entity) invited bid for

________________________________________

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

NOW THEREFORE IT IS HERE BY AGREED as follows

ARTICLE 1: JOINT VENTURE:

The Parties hereto agree to form the Joint Venture with ____________ designated as the First Partner and Second Partner.

____ shall be the Second Member – or Second Partner

ARTICLE 2: JOINT VENTURE NAME:

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

________________________________________
ARTICLE 3: JOINT AND SEVERAL LIABILITY:

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

ARTICLE 4: PROPORTIONATE SHARE:

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

Lead Partner: Financial responsibility: ----------------------------------

               Physical responsibility: ----------------------------------

Other Partners: Financial responsibility: ----------------------------------

               Physical responsibility: ----------------------------------

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

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

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

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

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

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

ARTICLE 6: EXCLUSIVITY:

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

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

ARTICLE 7: Memorandum of Understanding:

This Memorandum of Understanding shall be terminated:

a. if the Parties mutually confirm that the JV's bid proposal has not been finally accepted by Employer and all rights and obligations of the Parties under or in connection with this Memorandum of Understanding have ceased, or

b. after successful completion of the project including commissioning & operation and defect liability period from the date of this Memorandum of Understanding unless extended for a further period on demand of JMC & mutual consent of the Parties, or

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

ARTICLE 8: ARBITRATION:

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

ARTICLE 9: GOVERNING LAWS:

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

ARTICLE 10: CONFIDENTIALITY:

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

ARTICLE 11: ADDRESS OF Consortium:

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

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address (name of JV)
ARTICLE 12: Authorized Representative:

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

Authorized Representative of JV: ______________________

ARTICLE 13: ASSIGNABILITY:

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

ARTICLE 14: INTERPRETATION OF HEADINGS:

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

ARTICLE 15: OTHERS

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

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

Signed by )
For and on behalf of )
_____________________________ )
in the presence of: )
_____________________________
Name: ______________________
Designation: ______________________
Signed by )
For and on behalf of )
_____________________________
Name: ______________________
Designation: ______________________
in the presence of: )
_____________________________
Name: ______________________
Designation: ______________________

*Similar Consortium Agreement to be signed in case of a Consortium
STATEMENT FOR WORK IN HAND (for calculation of value of Bid Capacity)

This is to certify that the status of the present works in hand as on date of publication of NIT of order value more than Rs. 10.00 lacs for which either order are received or the work is under execution but which are still not completed is as under:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Brief Description of Work</th>
<th>Stipulated Date of Start</th>
<th>Stipulated Date of Completion</th>
<th>Time left for execution after date of publication of NIT, in months</th>
<th>Cost of awarded work</th>
<th>Cost of work executed up to date of publication of NIT</th>
<th>Balance Cost of un-executed work as on date of publication of NIT in 30 month from and date of submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td>8=6-7</td>
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</tr>
</tbody>
</table>

1. If the value of Balance work goes beyond 30 months from the date of bid submission then client certificate mentioning the amount of work to be executed beyond 30 months, otherwise full balance work shall be accounted for calculation of ‘B’ value.

2. This is certified that this is true in all respect and can be used for calculation of the bidding capacity as per the formula given in ITB. This is also certified that other orders under execution by the firm shall not materially affect the bidding capacity of the firm as required in this tender. (Format should be on Rs 500/= stamp paper)

Signatures with Seal of Authorized Signatory for tender
Calculation of Available Bid Capacity

[Using the following formula, the Bidder must calculate his available Bid Capacity: -]

Assessed Available Bid Capacity: \( (A^*N^2 - B) \)

Where

\( A = \) Maximum value of works executed in any one year during the last five years (updated to the current price level) 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, and

\( B = \) Value at current price level of the existing commitments and ongoing works to be completed during the next--------years (period of completion of the work for which bids have been invited)

Signature of Authorized Signatory
Section – IV: Bidding Forms
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

_Self-Declaration by Bidder: No Blacklisting_

In relation to our Bid submitted to ........................... [enter designation and address of the procuring entity] for procurement of ...... ...... ......  ...  ...... ... [insert name of the Works] in response to their Notice Inviting Bids No...... ........ . Dated ................. we hereby declare that;

We do hereby affirm that we have not been blacklisted by any Government agency or Public Sector Undertakings, either in the bidding stage or during the execution stage of any contract in which we participated

Date: ___________________________  Signature of Bidder
Place: ___________________________  Name:
Designation: ___________________________
Address: ___________________________
Certificate of Conformity / No Deviation

In relation to our Bid submitted to........... ... .... [enter designation and address of the procuring entity] for procurement of.................................[insert name of the Works] in response to their Notice Inviting Bids No............... Dated .............. we hereby declare that;

We do hereby affirm that we have complied and shall continue to comply with the all the terms and conditions as specified in this Bidding Document, including technical specification and schedule of supply, quantity of Goods to be procured, payment conditions, till completion of all our obligations under the Contract.

Date: ...........................................

Signature of Bidder

Place: ...........................................

Name:

Designation:

Address:
Check Points

(Must be filled by Bidder)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Page No. of Bidding Document</th>
<th>Requirements / Documents required to be submitted</th>
<th>Check Points</th>
<th>Yes / No</th>
<th>Enclosed at page no. of bid and any other detail as required</th>
</tr>
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<td></td>
<td>GENERAL</td>
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</tbody>
</table>

Self-Appraisal Sheet

(To Be Filled by The Bidder for Determination of Responsiveness)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Page No. of Bidding Document</th>
<th>Requirements as per bid document</th>
<th>Check points</th>
<th>Tick the correct option or fill in information</th>
<th>Enclosed at page no. of bid and any other detail as required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>5</td>
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</tbody>
</table>

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

1. The Bill of Quantities (BOQ) shall be read in conjunction with the Conditions of Contract (General and Special), Technical Specifications (including BIS and IRC), design and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out by the Contractor and as measured and verified by the Engineer-in-charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer-in-charge may fix within the terms of the Contract.
Section – IV: Bidding Forms

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, machinery & equipment, T&P, quality assurance, erection, defect liability, maintenance (if included in the Contract), insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The rates and prices shall be quoted in the units indicated and entirely in Indian Rupees.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, including miscellaneous items involved in the concerned item, and items not mentioned in the BOQ but required to be executed will be considered as variation items.

6. General directions and descriptions of works and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities. The execution of various items shall be in full conformance to the relevant specifications and codes, drawings and designs as confirmed through sampling and testing and the third party quality inspection as per ISO 17020.

7. In case of Lump Sum Contract, the payments shall be linked to completion of various stages of the works as per design, drawings and specifications.
SECTION-V

PROCURING ENTITY’S REQUIREMENTS
General

Name of Project – Development Underground Multi story Parking at Old Atish Market Tripolia Bazar, Pink City, Jaipur

Type of Project – Development of Core Infrastructure:
The objective of this project is to improve the city level parking infrastructure for the rapidly increasing urban population and fast-growing city.

Project Background
Jaipur is known as one of the first planned cities of India. Jaipur City was not only planned but its execution was also coordinated in such a manner that a substantial part of the city developed up within seven years of its foundation. The municipality was reorganized in 1926 and a new Municipal Act was prepared in 1929. Post-independence, planned development of the city was taken up after the city became the capital of Rajasthan.

Jaipur is located at a strategic point on the National Highway (NH-8) that connects Delhi and Mumbai. NH-8 is one of the vertices of the Golden Quadrilateral Corridor of the National Highways Development Project. Jaipur with its exotic culture and tradition attracts domestic as well as foreign tourists. The city is currently the 11th largest city in the country and has one of the highest population growth rates. It is clearly one of the most thriving cities of North India. The city is therefore, bound to have increased spatial expansion in the coming decades in order to accommodate both economic as well as population growth. In this context, it is essential to introduce systematic planning measures for the future development of the city.

The Jaipur Region comprises two distinct constituents; the Jaipur Municipal Corporation Greater & Heritage (JMC) area and the rest of Jaipur Region. Jaipur Development Authority (JDA) is responsible for planning of the Jaipur region. Jaipur Region would henceforth be referred as the JDA area. The entire JDA area comprises Jaipur city (JMC) and the neighboring satellite towns namely, Chomu, Bagru, Bassi, Sheodaspura, Achrol and Jamwaramgarh. It covers a total area of 1464 sq. kms, out of which, the municipal area of Jaipur covers 288 sq. kms. The JMC area is further divided into the walled city and the rest of JMC area.

The area under Jaipur Municipal Corporation Greater & Heritage has grown from 200 sq. kms in 1981 to 218 sq. kms in 1991 and further to 288 sq. kms in 2001. The increase in area in 1991 was a result of addition of Sangner and Amber tehsils and in 2001 due to the addition of Bagru, Bassi and Chomu tehsils in the municipal area. The area under the jurisdiction of JDA has remained same since 1991.

The population of Jaipur region is 3.073 million as per 2011 census and has shown a consistent increase in the past 50 years. In a recent international survey, Jaipur was ranked the 7th best place to visit in Asia and in another poll, it was ranked third among twelve major Indian cities.
Modern infrastructural facilities are developing fast. The city is expanding very quickly and has become a hot spot for development in Rajasthan. Since 2000 Jaipur has become a center for education. Jaipur has more than 40 engineering colleges, 40 business management institutes, 15 pharmacy institutes, 4 hotel management institutes, 3 medical colleges and 6 dental colleges. It also has 8 universities including Rajasthan University.

Jaipur has a well-maintained road network with multi-story flyovers and traffic lights with closed circuit cameras. Police control room (PCR) vans are being equipped with GPS to monitor locations and help maintain law and order. There are so many shopping malls and multiplexes which offer an urban lifestyle to Jaipurites.

The growing population and economic activity are already straining the existing infrastructure. The pressure is being felt by water supply, sewage, power and parking spaces. Since there are several areas within the walled city as well as outside where congestion is significant on account of roadside parking of vehicles leading to the reduction in effective carriage way for movement of vehicles.

Parking is a major issue in the walled city area and an emergent issue in the rest of the city. The tendency in Jaipur is of commercialization along the main roads. Initially, the plots along these roads were residential in nature but with increasing land value and traffic on these roads, they got commercialized. The commercialization led to an increase in parking demand along these roads which in turn reduced the effective carriage way.

The growing population and economic activity are straining the existing infrastructure in the old city of Jaipur. Parking is a major issue in the walled city area and an emergent issue in the rest of the city. One of the main reasons is commercialization along the main roads. Initially, the plots along these roads were residential in nature but with increasing land value and traffic on these roads, they got commercialized. The commercialization led to an increase in parking demand along these roads which in turn reduced the effective carriage way.

Introduction to Site

Atish Market in the north direction of Hind Hotel situated in tripolia bazaar is the door rectangular surrounded from four corners with the shops around. Presently the market is known as Aatish Market. Crossing Atish market is the door for Gangauri bazaar and also leading to the seventy-four doors to chandni chawk.

At the time of the monarchy, this place was horse keeping region where the royal people, ministers and politicians used to knot their horses. Horses were provided with verandas, fodder and water sources all over the corner of the rectangular region. With the end of capitalism when kings ruled were terminated, the rectangle changed to the market.

Mauhram and Royal Tajiya on the occasion of Mauhram, the royal tajiya is held by the royal families of Jaipur from Aatish market itself. This famous royal tajiya is made by gold and silver ornaments and jewelry and is
maintained at the door of the Aatish market. This royal tajiya tradition in Jaipur is the statement of king’s secularism. This tradition began around 50 years back and is still maintained from the royal families and even today, the royals leave the tajiya from the Aatish market only.

The royal tajiya leaves from Aatish market and cross Badi Chaupar, Sirhyodi Bazaar, Chandi ki Taksal, Subhaash chawk and finally passes through karbala situated near to the JalMahal and is taken back to the market and not burying.

The ritual of taking the tajiya from royal palace to karbala was started by late king Sawani Ram Singh. Taking the royal Tajiya has a legend story behind that. It is said that When the King Sawani Ramsingh was badly ill and there was no improvement in his condition, then the royal Musician Ustad Rajab Ali khan advised him to tie a string on the tajiya. The king followed the instructions and in result, he noticed a huge improvement in his health. From that incident, he made this ritual of celebrating and thanking royal tajiya every year in this manner. According to another historical fact, after Nawab faiz ali khan becoming Prime minister, the official information on tajiya was gained by Rajprasad.

**Location**

The site is centrally located and direct approachable to Main Markets, Tripolia Bazar, Gangori Bazar, Chaura Rasta, Hawa Mahal Bazar and also convenient for Hawa Mahal, Jantar Mantar, City Place visiting tourists. The area is particularly suitable for construction of proposed parking as it has abundant open land and circulation space with approach from all the four directions and is in close vicinity to the city. Also, the is under direct jurisdiction of the municipality.

**Existing Use**

The existing open area used for the cars and two-wheeler parking by shopkeepers, buyers and tourists in the open space available in Aatish Market, which is paid parking at ground by JMC

**Existing Status of work**

The total land area is 3792 sqm. The open space is proposed for the multi-
Story parking. And currently used for the temporary paid parking by the JMC.

**Necessity of project**
Parking is a major issue in the nearby areas of Atish Market. There are number of visitors to the mandi. Also, the Metro stations is nearby and there is no space to park vehicles in the vicinity. Presently parking is happening in the open plot in the mandi and is occupied fully now and will prove inadequate in near future.
The open plot is surrounded by multi-story structures. Due to inadequate space, parking is happening on the road side also where congestion of vehicles is significant. Roadside parking is leading to the reduction in effective carriage way for movement of vehicles. Even the open plot area is not being used effectively. Also, the parking is happening in a haphazard way. There is a need to effectively use the space in a formal manner so that inappropriate use of the land can be avoided. Further, Metro station is being developed close to this plot. With the absence of any space in this area, the demand for parking in this area will increase.

Department of JMC about the proposal. The proposal and benefits are:
1. Ensuring sufficient parking spaces for four wheelers as well as the two wheelers in the defined area.
2. Developing Basement parking will not disturb the land usage in the targeted area, which means underground parking levels accompanied with well managed ground floor activities.
3. Enhanced mechanism taking account of the number of vehicles entering and leaving the area.
4. Smart parking solutions make it easy to track the current availability of parking spaces.
5. Improvement of parking practices makes it more convenient to the user.

In order to augment the supply, it is decided to develop parking facility at Old Atish Market of Jaipur. JMC has proposed to take up development of multi-level parking space at Old Atish Market, Jaipur, on Engineering Procurement and Construction basis.

**Area Details:**
Area of the Old Atish Market which is considered to be converted into a parking lot is 8305.67 sqm (average of both basement levels and ground floor open parking). The layout drawing is enclosed for reference purpose only. It is proposed to develop two basement levels of parking with 3.0 m clear height. An area detail of the site under consideration is as below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Area (Sqm.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Area of Land</td>
<td>3792.00</td>
</tr>
<tr>
<td>2</td>
<td>Ground Coverage</td>
<td>3792.00</td>
</tr>
</tbody>
</table>
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

### Built Up Area Statement

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>(A) Ground Floor</td>
<td>957.17</td>
<td></td>
</tr>
<tr>
<td>(B) Upper Basement Floor</td>
<td>3689.57</td>
<td></td>
</tr>
<tr>
<td>(C) Lower Basement Floor</td>
<td>3689.57</td>
<td></td>
</tr>
<tr>
<td><strong>Total Built Up Area:</strong></td>
<td><strong>8336.31</strong></td>
<td></td>
</tr>
</tbody>
</table>

The minimum number of ECS to be developed by the EPC contractor is given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Type</th>
<th>Number</th>
<th>Equivalent ECS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Four-Wheeler</td>
<td>246</td>
<td>246</td>
</tr>
<tr>
<td>2</td>
<td>Two-Wheeler</td>
<td>150</td>
<td>38</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>284</strong></td>
</tr>
</tbody>
</table>

The successfully bidder maintain the grandeur of the Old Atish Market (MGD Market) by landscaping and traditional Jaipuri Architectural design on the terrace of the basement parking.

Note: The ECS should be required as National Building Code and as per Indian Standard Code.

**Scope of Work**

The Successful Bidder has to carry out the developments on the site as mentioned earlier. The development shall comprise parking at ground floor (open sensor parking), first and second basements with Smart parking solutions is to be developed.

For scope of work, bidder is expected to refer bidding document and also advised to visit the project site. Hence following are some of the important work required to be taken up:

**Brief scope of work includes:**

1. Detailed structural design of the proposed structure. The structure shall be of RCC and shall be designed as per the relevant IS codes.
2. Protection of adjoining property/structure specially Isarlat Minar (Sargasuli) which is a well-known historic monument structure are in bidders’ scope. Any loss to property or human being will be sole responsibility of the bidder.
3. Protection by piling around the excavated area is to be done.
4. Development of smart parking system with entry and exit gates, each bay sensors, parking guidance system, smart ticketing system which can accept common mobility card as and when implemented,
5. Design and implementation of the complete lighting as per the relevant IS codes.
6. Design and implementation of MEP.
7. Design and implementation of Signage.
8. Design and implementation of Ventilation system.
9. Design and implementation of each parking bay along with installation of sensors.
10. Design and implementation of Electric substation system including transformer.
11. Design and implementation of DG system with 60% backup of total consumption.
13. All the statutory clearances are in bidders’ scope. JMC will provide help all necessary support.
14. All necessary NOC (fire, Pollution, electrical etc.) required to make the MLCP operational are in bidders’ scope. No extra charges will be paid by employer for the same.
15. All the structural drawings have to approve from MNIT by the bidder. No extra charges will be paid for the same.
16. Carriage of all excavated/ dismantled material up-to the site designated by engineer in-charge is in bidders’ scope.
17. Cleaning of area including cutting of trees is in bidders’ scope. Plantation of trees in accordance to prevailing law is in bidders’ scope.
18. Minimum 2 no. lift of minimum 12 passengers capacity are to be provided.

   Note: Above scope is indicative only. All the activities including NOC or any other permission/ approval from departments, for work execution or to make the system operational in all respect are in bidder’s scope. No extra charges will be paid for the same.

Contractor Obligation
A. On the site the facilities to be provided for round the clock parking.
B. The minimum no. of ECS that are required to be provided is as follows:
C. While undertaking development of the Project, the Successful Bidder shall adhere to the latest amended National Building Code of India, other relevant IS Codes and practices, Development Control Rules, FSI Limits, statutory requirements, laws of land, the principles of good industry practices and any other norms as applicable from time to time.
D. The concrete grade as well as flooring will be as per the relevant Bureau of Indian Standard and IRC standards. All the drawings will be submitted to the Authority and after approval will only the construction activity will start.
E. On completion of the work, the place will be handed over to JMC However, the contractor will be responsible for maintaining the asset for 3 years of Defect Liability Period, during which period, the contractor will be liable to rectify/amend any defect, including those for civil works, mechanical/electrical and instrumentation works, sensors and will change all the equipment or parts there of promptly and without any additional cost.
F. Water and Electricity charges from start date to final handing-over of site are in bidders scope.
DETAILED TECHNICAL SPECIFICATIONS:

INTRODUCTION

5.3.1.1 PREAMBLE

The technical specifications for the execution of works are detailed out in this particular document. These are to be read in conjunction with the Drawings.

Specifications given are in amplification OR in addition to the specifications/requirements indicated in the relevant codes & standards and shall comply with the local rules and regulations.

The Technical Specifications shall be generally as brought out in the “Standard Specifications published by RUIDP” in force as latest publication with all amendments. Tenderer shall procure the copy of the same at his own cost from RUIDP.

The Technical Specifications, in accordance with which the entire work described hereinafter, shall be constructed and completed by the Contractor, comprises of the following:

EXCAVATION AND BACKFILL: -

Scope: -

This specification describes the general requirements of excavation and earthwork in different materials, site grading, filling, including filling back around foundations and plinths, disposal of surplus soil, stacking as directed by the Engineer and all other related operations and activities for the intent and purpose of work covered under this Specification.

Applicable Codes and Specifications

The latest revision of the following Indian Standards and Codes, unless otherwise specified, shall be applicable to all Excavation and Earthwork.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>IS:1200</td>
<td>Method of measurements of Building and civil Engineering works</td>
</tr>
<tr>
<td>IS:3764</td>
<td>Safety Code for Excavation Work</td>
</tr>
<tr>
<td>IS:2720 Part– II</td>
<td>Determination of Moisture Content</td>
</tr>
<tr>
<td>Part– VII</td>
<td>Determination of Moisture Content - Dry Density Relation using Light Compaction.</td>
</tr>
<tr>
<td>Part – VIII</td>
<td>Determination of Moisture Content - Dry Density Relation using Heavy Compaction.</td>
</tr>
<tr>
<td>Part – XXIX</td>
<td>Determination of Dry Density of Soils, In place, by the Core Cutter Method.</td>
</tr>
</tbody>
</table>

General: -
Section - V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

The Engineer will furnish drawings wherever, in his opinion, such drawings are required to show areas to be excavated and/or filled and the sequence of priorities of such work. The Contractor shall visit the site and make himself knowledgeable about the site conditions and the surroundings. The Contractor shall ascertain the nature of the ground to be excavated and the work to be done and shall accept all responsibility for the cost of the work involved. Before starting the excavation, the site shall be cleared of all structure’s debris, bushes, shrubs, tree roots, vegetation, grass, trees, and other undesirable rubbish. Unsuitable material obtained from the excavation shall be disposed off the building area as directed. Material suitable for backfilling or otherwise shall be stacked within Site Premises or as directed for reuse. Surplus materials shall be used for levelling the ground around the structure within the site premises as directed. Rate of excavation will include sorting out of useful material and stacking the same separately including multiple handling if required. Any obstacle encountered during the excavation shall be reported to the Engineer and shall be dealt with as instructed.

Support to excavations: -
Excavation shall be left open for a short period as practicable and necessary also well protected with Piling protection. Immediately before laying of foundations or other such construction work therein, the sides of excavation shall be trimmed temporary ropes erected, if necessary, to contain loose earth, and the bottom shall be cleaned free of loose or disturbed ground, well rammed and approved by the Engineer.

Setting Out: -
The Contractor shall set out the centreline layout of the building or other involved works after clearing the site and get the same approved by the Engineer. It shall be the responsibility of the Contractor to install substantial reference marks, bench marks etc. and maintain the same as long as required by the Engineer. The Contractor shall assume full responsibility for proper setting out, alignment, elevation and dimension of each and all parts of the work as per drawings and instructions.

Ground Level and Site Level: -
Before starting the excavation, the requisite block levels of the entire plot shall be taken by the Contractor in consultation with the Engineer and a proper record of these levels shall be jointly signed by the Contractor and the Engineer. A block level plan showing all ground levels of the plot shall be prepared and shall jointly be signed by the Contractor and the Engineer. The levels shall be taken at intervals of 5.0 M or less as required and directed.
Classification:

All materials to be excavated shall be classified by Engineer into one of the following classes and be paid for at the rate tendered for that particular class of material. No distinction shall be made whether the material is dry, moist or wet. The decision of Engineer regarding the classification of the material shall be final and binding on Contractor and not be a subject matter of any appeal or arbitration.

All earthwork shall be classified under any of the following Categories:

Dense & hard soils:

These shall include all kinds of soils containing kankar, sand, silt, Murom, shingle, gravel, clay, loam, peat, ash, shale etc. which can generally be excavated by spade, pick axes and shovel and which is not classified under soft and decomposed rock and hard rock defined below. This shall also include embedded rock boulders not longer than 1 meter in any direction & not more than 200 mm in any one of other two directions.

Soft and Decomposed Rock

These shall include rock, boulders, slag, chalk, slate, hard mica schist, laterite and all other material which in the opinion of Engineer is rock but does not need blasting and could be removed with picks, hammer, crow bars, wedges or pneumatic breaking equipment. The mere fact that Contractor resorts to blasting for reasons of his own shall not qualify for classification under hard rock. This shall also include excavation in macadam and tarred roads and pavements. This shall also include rock boulders not longer than 1 meter in any direction and not more than 500 mm in any one of the other two directions. Masonry to be dismantled lying underground will also be measured under this item.

Hard Rock:

These shall include all rock occurring in large continuous masses, which cannot be removed except by chiselling or blasting for loosening it. Harder varieties of rock with or without weans and secondary minerals, which in the opinion of Engineer require blasting, shall be considered as hard rock. Boulders of rock occurring in such sizes and not classified under (a) and (b) above shall also be classified as hard rock. Concrete work both reinforced and unreinforced to be dismantled will be measured under this item, unless a separate provision is made in the Schedule of Quantities.

Shoring:

The sides of the excavation should be timbered and shored in such a way as is necessary to secure that from falling in and the shoring shall be maintained in position as long as necessary in
the opinion of the engineer. The Contractor shall be responsible for the proper design of the shoring to hold the sides of the excavation in position and ensure safety to persons. The shoring shall be removed as directed after the items for which it is required are completed.

**Earth Work for leveling of the area: -**

Before earth work is started, the area coming under cutting and filling shall be cleared of shrubs, vegetation, grass, trees, saplings of girth and rubbish removed outside the periphery of the area by the Contractor at his cost under clearance and as directed by the Engineer. The roots of trees shall be removed to a minimum depth of 600 mm below ground level or 300 mm below foundation level whichever is deeper and the hollows filled up with approved earth/P.C.C. as directed by the Engineer, levelled and rammed to the satisfaction of the Engineer at no extra cost. Under no circumstances shall undermining or undercutting be allowed. The final surface shall be neatly dressed and compacted to the required levels. Any extra cutting done, shall be filled back on the approved earth/PCC as directed by the Engineer duly consolidated at the Contractor’s cost.

During the execution of the work, the natural drainage of the area shall be maintained by the Contractor. The approved earth from cutting shall be directly used for filling as directed. The filling of the approved material, as directed by the Engineer, shall be done in layers, each layer of not more than 300 mm depth, watered and consolidated with roller not less than 10 MT. A proctor density of 95% needs to be achieved for this compaction. The earth used for filling shall be free from all roots, rubbish, grass and all lumps and clods shall be broken before filling. The top surface of finally finished area shall be neatly dressed and compacted.

**Protection: -**

Foundation pits, and similar excavation shall be fenced and marked with red lights at night to avoid accidents. Adequate protective measure shall be taken to see that the excavation does not affect or damage adjoining structures. All measures required for the safety of the excavations, the people working in and near the foundation trenches, property and the people in the vicinity shall be taken by the Contractor at his own cost, he being entirely responsible for any injury and damage to property caused by his negligence or accident due to his constructional operations.

**Stacking of Excavated Materials: -**

All materials excavated will remain the property of the Employer and rate for excavation shall include sorting out of useful materials and stacking them on site as directed. Materials suitable and
useful for backfilling, plinth filling or levelling of the plot or other use shall be stacked in convenient places but not in such a way as to obstruct free movement of men, material and vehicles or encroach on the area required for constructional purposes or beyond the site boundary.

**Dewatering:**

The contractor shall be responsible, at his own cost for controlling and diverting properly all the surface, monsoon and sub-soil water during the excavation work. The contractor shall furnish, install and operate all necessary equipment’s to keep the excavation area free from water during construction. He shall dispose off such water as per the directions of the Engineer.

Rate for excavation shall include bailing or pumping out water which may accumulate in the excavation during the progress of work either from seepage, springs, rain or any other cause and diverting surface flow, if any, by bunds or other means. Pumping out water shall be done in such a approved manner as to preclude the possibility of any damage to the foundation trench, concrete or masonry or any adjacent structure. When water is met in foundation trenches or in tank excavations, pumping out water shall be from auxiliary pit of adequate size dug slightly outside the building excavations by the Contractor at his own cost. The depth of auxiliary pit shall be refilled with approved excavation materials after the dewatering is over by the Contractor at his own cost.

The excavation shall be kept free from water:

A. During inspection and measurement.
B. When concrete and/or masonry work is in progress and till it comes above the natural water level and Till the Engineer considers that the concrete / mortar is sufficiently set.

Unless separately provided for in the Schedule of Quantities, the cost of dewatering is deemed to have been included in the unit rates quoted for excavation.

**Use of rock from site:**

If the Contractor utilizes rock excavated from site for rubble soling / masonry due credit shall be given to client in the rate quoted by him for that item.

**Disposal of surplus Material:**

The contractor shall dispose off all the surplus excavated materials including deleterious and organic materials at disposal area designated by the Engineer within the lead specified in the relevant Bill of Quantity item. All necessary permissions will be his own responsibility. The necessary royalty if payable as per the Govt./ Statutory Bodies shall be deemed to be included in quoted rates.
This material shall be spread evenly in layers as per the Engineer's instructions. The excavated material intended for subsequent backfill or other filling purpose shall be stored temporarily at locations designated by the Engineer.

**Backfilling:**
All fill material shall be subject to Engineer's approval. If any material is rejected by Engineer, Contractor shall remove the same forthwith from the site at no extra cost to the Owner. Surplus fill material shall be deposited/disposed off as directed by Engineer after the fill work is completed.

**Materials:**
To the extent possible available selected surplus soil from excavated materials shall be used as backfill. Fill material shall be free from clods, salts, sulphates, organic or other foreign material. All clods of earth shall be broken or removed. Where excavated material is mostly rock, the boulders shall be broken into piece not larger than 150 mm size, mixed with properly graded fine material consisting of Murom or earth to fill up the voids and the mixture used for filling.

**Borrowed material:**
If any selected fill material is required to be borrowed. Contractor shall make arrangements for bringing such material from borrow pits outside the owner's premises. The material and source shall be subject to prior approval of Engineer. The approved borrow area shall be cleared of all bushes, roots of trees, plants, rubbish etc. Soil containing salts/sulphate and other foreign material shall be removed. The materials so removed shall be burnt or disposed off as directed by Engineer. Contractor shall make necessary access roads to borrow areas and maintain the same at his cost if such access road does not exist.

**Filling in pits, trenches and around foundations of structures, walls etc.**
As soon as the work in foundations has been accepted and measured, the spaces around the foundations, structures, pits, trenches etc. shall be cleared of all debris, and filled with earth in layers not exceeding 200 mm, each layer being watered, rammed and properly compacted before the succeeding one is laid. Each layer shall be compacted to the satisfaction of the Engineer. Earth shall be rammed with approved mechanical compaction rammers. Usually no manual compaction shall be allowed, unless Engineer is satisfied that in some cases manual compaction by tampers cannot be avoided. The final backfill surface shall be trimmed and levelled to proper profile as directed by Engineer or as indicated on the drawings.

**Plinth filling:**
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Plinth filling shall be carried out with approved material, as described herein before, in layers not exceeding 150 mm, watered and compacted with mechanical compaction machines. Engineer may however permit manual compaction by hand tampers in case he is satisfied that mechanical compaction is not possible. The filling will be done at optimum moisture content to achieve maximum density of fill.

**Sand filling in plinth and other places:**
At places where so specified in the BoQ item, backfilling shall be carried out with local sand if directed by Engineer. The sand used shall be clean, medium grained and free from impurities. The filled-in-sand shall be kept flooded with water for 24 hours to ensure maximum consolidation. Any temporary work required to contain sand under flooded condition shall be to Contractor's account. The surface of the consolidated sand shall be dressed to required level or slope.

Construction of floors or other structures on sand fill shall not be started until Engineer has inspected & approved the fill.

**Filling in trenches for pipes and drains:**
Filling in trenches for pipes and drains shall be commenced as soon as the joints of pipe and drains have been tested and passed. The backfilling material shall be properly consolidated by watering and ramming, taking due care that no damage is caused to the pipes.
Where the trenches are excavated in soil the filling from the bottom of the trench to the level of the centreline of the pipe shall be done by hand compaction with selected approved earth in layers not exceeding 80 mm; backfilling above the level of the centreline of the pipe shall be done with selected earth by hand compaction or other approved means in layers not exceeding 150 mm.
In case of excavation of trenches in rock the filling up to a level of 300 mm. above the top of the pipe shall be done with fine materials such as, earth, Murom etc. The filling up of the level of the centreline of the pipe shall be done by hand compaction in layers not exceeding 80 mm, whereas the filling above the centreline of the pipe shall be done by hand compaction or approved means in layers not exceeding 150 mm. The filling from a level 300 mm above the top of the pipe to the top of the trench shall be done by hand or other approved mechanical method (with broken rock filling of size not exceeding 150 mm mixed with fine material as available to fill up the voids.) Filling of the trenches shall be carried simultaneously on both sides of the pipe to avoid unequal pressure on the pipe.

No excavation of foundations shall be filled in or covered up until all measurements of excavation; masonry, concrete and works below ground level are jointly recorded. In case back filling is done without recording measurements of foundation work, the Contractor will have to remove back filling at his cost for taking measurements otherwise the foundation work will not be measured and will not be paid for.

**Rates to include for excavation items:**
Apart from other factors mentioned elsewhere in this contract, rates for the item of excavation shall also include for the following:

a) Clearing the site of all bushes, grass, roots of trees etc.
b) Setting out works, profiles etc. as required.
c) Bailing and pumping out water as required and directed.
d) Excavation at all depth (unless otherwise specified in the Schedule of Quantities) and removal of all materials of whatever nature wet or dry and necessary for the construction of foundation, underground reservoir etc., preparing bed for laying concrete, for roads etc.
e) Sorting out useful excavated material and conveying beyond the structure and stacking them neatly on the site for backfilling or reuse as directed and disposing off surplus / unusable material.
f) Necessary protection including labor, materials and equipment’s to ensure safety and protection against risk or accident.
g) Backfilling in layers and with adequate compacting as per relevant IS code.
h) The excavation remaining after constructing the footings, columns, plinth beams etc.

**Mode of Measurement: -**

Excavation for foundation of columns, beams, walls and the like shall be measured and paid net as per plan dimensions of bed concrete at the lowest level. As shown in the drawing (the length and breadth) and depth shall be computed from the concerned drawings / Excavation levels and ground levels taken before excavation.

Any additional excavation required for working space, work, planking, dewatering and strutting etc. shall not be measured and not to be paid separately but rates quoted for excavation shall include for all these factors. No increase in bulk after excavation shall be made. The excavation in the rock shall be measured by stack measurements after deducting 50% quantity towards voids. The stacks of broken rock shall be made on a levelled ground of not more than 1.2 m height, & the cost of the same shall be included in the rate of the excavation. If the excavated earth is mixture of rock & soil, the quantities for excavation in the soil shall be obtain after deducting rock quantity (Measured by stack measurements) from total excavation quantity in the area.

Excavation beyond dimensions of base concrete for foundation as per drawing or below required level shall be filled back by the Contractor at his cost as directed by the Engineer.

**ANTI-TERMITE TREATMENT**

**Chemicals**

The treatment of the areas shall be carried out by applying one of the following chemicals at not less than the designated concentration:
The Contractor shall clearly indicate along with his quotation the chemical he proposes to use. A daily record shall be maintained by the Contractor indicating the amount of work done and the quantity of chemical consumed for the work.

**Treatment for Masonry Foundation and Basements**
The bottom surface and sides (up to a height of 300 mm from the bottom) of the excavations made for masonry foundations and basements shall be treated with the chemical emulsion mentioned above at 5 litres/m² of surface area.

**Treatment of Backfill Earth**
After the masonry foundations and retaining walls of the basement come up, the backfill in immediate contact with the foundation structure shall be treated with the chemical emulsion at the rate of 7.5 litres/m² of the vertical surface of the sub structure for each side. The earth is usually returned in layers and the treatment shall be carried out in similar stages. The chemical emulsion shall be directed towards the concrete or masonry surfaces of the columns and walls so that the earth in contact with these surfaces is well treated with the chemical.

**Treatment for R.C.C. Foundations and Basements**
The treatment shall start at a depth of 500 mm below the ground level except when ground level is raised or lowered by filling or cutting after the foundations have been cast. In such cases the depth of 500 mm shall be determined from the new soil level resulting from filling or cutting mentioned above and soil in immediate contact with the vertical surface of RCC foundations. From this depth, the backfill around the columns, beams and RCC basement walls shall be treated at the rate of 7.5 litres/m². The other details of the treatment shall be as laid down in 5.4.4.2, 5.4.4.3 above.

**Treatment of Top Surface of Plinth Filling**
The top surface of the consolidated earth within the walls shall be treated with the chemical emulsion at the rate of 5 litres/m² of the surface before the sand bed or subgrade is laid. If the filled earth has been well rammed and the surface does not allow the emulsion to seep through, holes shall be made up to 50 to 75 mm deep at 150 mm centres both ways and may be made with 12 mm diameter mild steel rod on the surface to facilitate absorption of the emulsion.

**Treatment at Junction of Walls and Floor**
Special care shall be taken to establish continuity of the vertical chemical barrier on inner wall surfaces from the ground level (where it has stopped with the treatment described in 3.4 above) up to the level

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### Chemicals and Concentrations

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<tr>
<td>Dieldrin</td>
<td>0.5% applied in oil solution or water</td>
</tr>
<tr>
<td>Trichlorobenzene</td>
<td>1 part to 3-part oil</td>
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</table>
of the filled earth surface. To achieve this, a small channel 30 mm x 30 mm shall be made at all the junctions of wall and columns with the floor (before laying the sub grade) and rod holes made in the channel up to the ground level 150 mm apart and the rod moved backward and forward to break up the earth and chemical emulsion poured along with channel at the rate of 7.5 liters/m² of the vertical wall or column surface of the sub structure so as to soak the soil right to the bottom. The soil should be tamped back into place after this operation.

**Treatment of Soil along external perimeter of building**

After the building is complete, the earth along the external perimeter of the building should be rodded at intervals of 150 mm and to a depth of 300 mm. The rods should be moved backward and forward parallel to the wall to break up the earth and chemical emulsion poured along the wall at the rate of 7.5 litres/m² of vertical surfaces. After the treatment, the earth should be tamped back into place. Should the earth outside the building be graded on completion of building, this treatment should be carried out on the completion of such grading. In the event of filling being more than 300 mm, the external perimeter treatment shall extend to the full depth of filling up to the ground level so as to ensure continuity of the chemical barrier.

**Treatment of Soil under apron along external perimeter of building**

Top surface of the consolidated earth over which the apron is to be laid shall be treated with chemical emulsion at the rate of 5 litres/m² of the vertical surface before the apron is laid. If consolidated earth does not allow emulsion to seep through, holes up to 50 to 75 mm deep at 150 mm centre both ways may be made with 12 mm diameter mild steel rod on the surface to facilitate saturation of the soil with the chemical emulsion.

**Treatment for Walls retaining soil above floor level**

Retaining walls like the basement walls or outer walls above the floor level retaining soil need to be protected by providing chemical barrier by treatment of retained soil in the immediate vicinity of the wall, so as to prevent entry of termites through the voids in masonry, cracks and crevices etc., above the floor level. The soil retained by the walls shall be treated at the rate of 7.5 liters/m² of the vertical surface so as to affect a continuous outer chemical barrier in continuation of the one formed under column centre.

**Treatment of Soil surrounding pipes, wastes and conduits**

When pipes, wastes and conduits enter the soil inside the area of the foundation, the soil surrounding the point of entry must be loosened around each such pipe, waste or conduits for a distance of 150 mm and up to a depth of 75 mm before the treatment is commenced. When they enter the soil, they shall be similarly treated unless they stand clear of the walls of the building by about 75 mm for a distance of over 300 mm.
Treatment to Expansion Joints
Expansion joints at ground floor level are one of the biggest hazards for termite infestation. The soil beneath these joints should receive special attention when the treatment under 3.5 is carried out. This treatment should be supplemented by treating through the expansion joint after the sub grade has been laid at the rate of 2 liters/m.

Spraying Equipment
A pressure pump shall be used to carry out spraying operations to facilitate proper penetration of chemicals into the earth.

Safety Precautions
These chemicals shall be brought to site in the form of emulsifiable concentrates. The containers should be clearly labeled and should be stored carefully so that children and pets cannot get at them. They should be kept securely closed. Workers should wear clean clothing and should wash thoroughly with soap water, especially before eating and smoking. If chemicals splash into the eyes, they shall be flushed with plenty of soap, water and immediate medical attention should be sought. The concentrates are oil solutions and present a fire hazard owing to the use of petroleum solvents. Flames, sparks, etc. should not be allowed while mixing. Care should be taken in the application of chemicals to see that they are not allowed to contaminate wells or springs, which serve as sources of drinking water.

Guarantee - 10 years
In the unlikely event of any treatment becoming necessary subsequently during the guarantee period, necessary inspection and treatment as required shall be carried out free of cost.

RUBBLE SOLING

General
The Contractor shall get the sources and quality of rubble approved by the Engineer. The Contractor shall be fully responsible for any or all compensations to be paid as royalty, rents or damages to properties and injuries to persons etc., caused in obtaining the rubble. No claim on account of any obstruction caused in collection of materials or difficulties or action arising out of quarrying in Government or private land shall be entertained and the client shall remain indemnified with regard to such action and payment. Quarrying shall be done only from sound portions of approved quarries; the disintegrated and weathered portions being rejected. The rubble of approx. 220 to 250 mm in size shall be hard, tough, sound durable, dense clean of coarse texture, free from unsound material, cracks, decay and weathering. There, water absorption shall be as low as possible, but not more than 5%.
The Contractor shall get a sample of rubble stone approved by the Engineer before ordering his supply. All leads and lifts for transporting the rubble to the site and place of work are included in the rate for the
item. The stones to be used shall be broken rubble with fairly regular shape and free of weathered, soft and decayed portion. The rubble shall be of sound stones. The stones shall be of full depth of the soling, and the length and width shall not generally exceed two times the height. The stones to be used for wedging in the joints between larger stones shall be chips of the largest size possible to fit the interstices. The bed on which rubble filling is to be laid shall be cleared of all loose material, leveled, compacted and approved by the Engineer before laying rubble soling.

Rubble soling shall be laid to the specified thickness closely packed by hand and firmly set, the interstices between adjacent stones shall be wedged in with smaller stones of proper size and shape and well driven in with wooden mallets to ensure a tightly packed layer. Such wedging shall closely follow the placing of the larger stones. The residual interstices shall be filled and packed with sand. After hand packing and wedging, compaction of the soling shall be done thoroughly with rammers. Adequate care shall be taken by the Contractor while laying and compacting the rubble soling to see that the masonry or any part of the structure is not damaged.

**Brick Soling**

The ground shall be dressed, consolidated by ramming or by light rolling and a 12-mm thick cushion of sand laid. The bricks shall be laid on the sand cushion with fine joints and placed firmly in position by hammering with wooden mallet. The surface shall be free from undulations. The ‘frog’ side shall be on the underside. The joints shall be broken in all direction and bricks cut as required. The pattern of laying and number of layers shall be as per Schedule of Item. Orientation shall be as desired by the Engineer. After laying of each layer of bricks, sand shall be spread over and worked into the joints to pack the bricks tight.

**Rubble Soling**

The rubble stones shall be sound, hard and durable. They shall have at least one dimension equal to the thickness of rubble packing and shall in any case, not be less than 150 mm in any direction. The stones shall be carefully hand packed with longest side of each stone (which in no case shall be less than thickness of rubble packing) placed vertical with the smaller face of the two ends at the top. All interstices between stones shall be filled in solid with well driven stone chips and the surface shall be made uniform with sand. The surface shall be formed to such slopes as directed by the Engineer. The rubble packing shall be thoroughly consolidated and sprinkled with water. The rubble soling surface shall be finished with murum or sand as per the instructions of the Engineer. The depth of rubble packing shall be taken as consolidated depth. The concrete for flooring shall be laid over rubble packing only after the Engineer issues order to that effect.

**Mode of Measurement**
The item shall be measured in cubic meters according to the volume specified.

**CONCRETE WORK:**

**Scope:**

This specification describes the general requirements for concrete to be used on projects using in-situ production facilities including the requirements in regard to the quality, handling, storage of ingredients, proportioning, batching, mixing and testing of concrete, the requirements in regard to the quality, storage, bending and fixing of reinforcement and the transportation of concrete from the mixer to the place of final deposit, placing, curing, protecting, repairing and finishing.

**Applicable codes and Specifications:**

**Materials:**

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**Equipment:**
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**Codes of Practices: -**

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<tr>
<td>IS:2571</td>
<td>Code of Practice for laying in situ cement concrete flooring.</td>
</tr>
</tbody>
</table>
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>Code of Practice for ductile detailing of reinforced concrete structures Subjected to seismic forces.</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS:3696 (Part I &amp; II) Safety Code for scaffolds and ladders</td>
</tr>
</tbody>
</table>

Construction Safety: -

In the event that any state, city or other governmental bodies enforce requirements more stringent than those set forth in this Specification by reference thereto and shall supersede this Specification where applicable and any additional cost of complying therewith shall be deemed to be included in the quoted rates for concrete work.

General: -

The quality of materials and methods and control of manufacture and transportation of all concrete work irrespective of mix, whether reinforced or otherwise, shall conform to the relevant portions of this Specification.

The Engineer shall have the right to inspect the source of materials, the layout and operation of procurement and quality control systems. Such inspection shall be arranged and the approval of the Engineer obtained prior to the commencement of concrete work.

Material for Standard Concrete: -

Ingredients used in the manufacture of standard concrete shall consist solely of a standard type Portland cement, clean sand, natural coarse aggregate, clean water and admixtures, if specified.

Cement: -


If ordered by the Engineer-in-Charge certificate of tests from an approved laboratory shall be obtained at the Contractor’s cost. Samples for test shall be extracted as in Clause 5.6 IS:3535-1966 within one week of delivery and the test shall be made within four weeks of delivery and the
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

test shall be made within four weeks of delivery. All cement shall be stored in weatherproof structures and prevented from damage by moisture. These buildings shall be provided by the Contractor at his own cost and placed in locations approved by the Engineer.

Provision for storage shall be ample and shipments of cement as received shall be separately stored so as to provide easy access for identification and inspection of each shipment. Storage buildings shall have a capacity for the storage of sufficient cement to allow sampling & testing at least 15 days before use. The cement should be stacked on wooden platform leaving a gap of at least 150 mm between ground & the cement bag. The bags should not be touching to the walls & should be placed at least 300 mm away from sidewalls. Maximum 10 bags or max by 5’5” in height for safe handling should be allowed in each stack. While shifting the bags form one place to other no hooks shall be allowed.

Stored cement shall meet the test requirements at any time after storage when re-test is ordered by Engineer.

The Contractor shall keep an accurate record of the delivery of cement along with its batch no & week of manufacture if the cement is 4-week-old at the time of purchase should not be purchased and its use in the work. Copies of the record shall be supplied to the Engineer-in-Charge as required.

Cement shall be used in the sequence in which it is received & within 8 weeks from the date of manufacture. No cement shall be unnecessarily stored for a long period. If the cement becomes lumpy it shall be removed from the site immediately. Any cement which has deteriorated or which has been damaged or contaminated, whether during transit to the site or at the site or otherwise, shall not be used and shall be immediately removed from the site and replaced at the expense of the Contractor.

**Admixtures:**

The admixture shall be conformed to IS:9103. The use of admixtures to improve workability is allowed only if there is a proven evidence that neither the strength nor the other requisite qualities of concrete and/or steel, accessories, grout etc. are impaired by their use. The use of admixtures
containing Calcium Chloride, Fluorides, Nitrates and Sulphates is prohibited. The Engineer’s decision on all matters relating to the use of admixtures shall be final. Admixtures shall be stored in a suitable weatherproof building. Any material which has deteriorated or which has been contaminated or damaged whether during transit or at site shall not be used and shall be immediately removed from the site and replaced at the Contractor’s own expense.

**Dosage:**

Optimal dosage of a superplasticizer is important. Dosage beyond the optimal dosage may be detrimental and can cause segregation or excessive retardation, which can be harmful to concrete. The dosage optimization can be done by using Marsh Cone apparatus or using mini slump test or by the flow table methods described in ASTM C109.

**Aggregates:**

All aggregates shall generally conform to the requirements of IS:383. Materials shall be used only from sources of supply approved by the Engineer. Any material which has deteriorated or been contaminated shall not be used for concrete. All aspects of aggregates handling and storage are subject to the approval of the Engineer and shall be such as to minimize segregation and breakage and prevent contamination by grass, soil, wood, sawdust, oil, aggregates of other sizes or other foreign materials and so that adequate supplies are available at site in advance of the requirements. Each size of aggregate shall be stored on a separate platform or stockpile at locations to be approved by the Engineer and such platform or stockpiles shall be sufficiently removed from each other to prevent the material at edges of the edges of the piles from becoming intermixed by constructing bund walls at constructional cost. If the aggregates are stockpiled on the ground, the bottom portion of the stockpiles within one foot of the ground shall not be used.

For both fine and coarse aggregates, tests shall be carried out, for physical characteristics, limits of deleterious substances and soundness prior to use and also whenever
the source of supply is changed. All tests will be conducted by the Contractor’s expense at a laboratory or in facilities approved by the Engineer.

Sand shall be of approved quality, clean, sharp and free from injurious amount of silt dust, mica, shells, soft and flaky particles, shale, alkali, organic matter, loam or other deleterious substances. The sand shall be from a source approved by the Engineer, and if required by him it shall be thoroughly washed, screened and graded by the Contractor at his own expense to the satisfaction of the Engineer, and he shall include in his rate the cost of washing. It shall be within the range of grading zone I and grading zone II of table III of IS:383. The sand shall have a fineness modulus of not less than 2.2 or more than 3.2. Stone dust or grit shall not be permitted.

Coarse aggregates shall be rounded / angular crushed stone of uniform sizes and gravel or shingle shall not be permitted. The whole of the ingredients of the coarse aggregates shall consist of hard stone free from deleterious substances and contain soft or elongated pieces or white spots. If it is considered necessary, the Engineer may instruct that it be washed, screened and graded at the Contractor’s expense. The Contractor shall include in his price for concrete the cost of washing and screening the aggregate. Coarse aggregates of size 4.75 mm to 10 mm called as M1 & of size 10mm to 20mm called as M2 shall stacked separately & should not be allowed to get intermixed at site prior to putting in concrete mixer by constructing bund walls at stock pits at contractors cost. The coarse aggregates shall have a fineness modulus of not less than 5.5 or more than 8.0.

**Mixing Water:**

The water for mixing concrete shall be potable & shall be first tested at the Contractor’s expense for its suitability by a laboratory approved by the Engineer. It is usually required to be fit for drinking, or to be taken from an approved source. This is to ensure that the water is reasonably free from such impurities as suspended solid, organic matter, dissolved salts which may adversely affect the proper ties of the concrete, especially the setting and hardening. If required IS:3025 and IS:3550 may be
followed for testing. If the quality of water to be used for mixing concrete is in doubt, it should be assessed by comparing the setting times of cement paste and the compressive strength of concrete made with it and with tap water under similar conditions. Seawater shall not be used for concrete work.

**Expansion and Isolation joints**
Expansion and isolation joints in concrete structures shall be provided at specified places, as detailed indicated on the drawings. The materials and types of joints shall be as specified hereinafter. In case of liquid retaining structures, additional precautions shall be taken to prevent leakage of liquids as may be specified on the drawings or as directed by the Engineer. All materials shall be procured from reliable/specified manufacturers and must have the approval of the Engineer.

**Bitumen Board**
Bitumen impregnated fiber board of approved manufacture as per IS:1838 may be used as fillers for expansion joints.

**Expanded Polystyrene Boards**
If required, commercial quality expanded polystyrene products commonly used for thermal insulations shall also be used as filler material in expansion joints. The thickness may vary from 12 mm to 50 mm. A coat of Bitumen paint shall be applied on the board against which concrete shall be placed.

**Joint Sealing Strips**
Joint sealing strips may be provided at the construction, expansion and isolation joints as a continuous diaphragm to contain the filler material and/or to exclude passage of water or any other material into or out of the structure. The sealing strips shall be either metallic like G.I., Aluminum or Copper, or non-metallic like rubber or PVC.

**Polysulphide Sealant**
Joints shall be sealed using a two-component, non-sag, polysulphide joint sealant. The sealant must be capable of reaching initial cure in less than 3 hours at 25°C and full cure in less than one week at 25°C. The sealant must be capable of accommodating repeated cyclic movement of up to +30% and –30%. The sealant must provide an excellent bond to common masonry, metal glass and ceramic surfaces when used with the appropriate primer. The sealant manufacturer must be accredited to ISO 9001.

**Mode of Measurement**
Concrete in ground floor paving and concrete mat below footings and plinth beams and lift shafts shall be measured in cubic meter. Footings shall be measured in cubic meter up to bottom of pedestals. Columns including pedestals shall be measured in cubic meter, height being measured from top of footings or of lower slab up to soffit of upper slab. Where adjacent slab thickness differ, average soffit shall be considered. Plinth beams and floor beams shall be measured in cubic meter length being considered between faces of supporting columns or beams and depth being considered as projecting either above or below slabs or chajjas. Slabs & chajjas shall be measured in cubic meter being the product of their projected superficial areas including bearing by the depth.
Staircase steps with waist shall be measured in cubic meter, landing being measured along with slabs and chajjas.
Lintels, mullions, bed-blocks, sills and copings shall be measured in cubic meter. In general, IS:1200 (Part II) shall be followed.
A Check List shall be prepared by the Contractor as directed by the Engineer and no concreting work shall be done till all the points in the Check-List are checked.

**Formwork & Staging:**

This Specification deals with supply of approved drawings, materials, cleaning, treatments & removal of formwork both below ground level and above ground level for all types of concrete works.
Where ever indicated by the Engineer-in-charge or shown on the drawings, the contractor would prepare detailed drawings for the staging and enabling works, designed for all the construction loads mentioned below and the scheme approved and signed by a registered Structural Engineer.

**General:**
The formwork surface in contact with concrete shall be either steel plates not less than 12 G thick or plywood not less than 12mm thick, or timber planks not less than 25 mm thick all with stiff steel and/ or timber backing frame work. The framework shall be properly designed to take the load of wet concrete; the reinforcement & all type of live load & impact load such as man, machinery & equipment’s for placing, compacting, finishing & supervising the entire activity of concreting. The framework shall also be strong enough to take impact or other type of load while placing compacting. The contractor shall use adequate nos of supports/toe rods with prior permission from engineer to ensure exact finished dimensions of concrete members. The form contact surface shall be oiled before positioning the reinforcement and
avoiding contact with the reinforcement. Formwork shall be such that all joints are mortar tight and their removal is possible without jarring the concrete. The staging shall be of steel / timber props with steel / timber headers, kickers, stiffeners, ledgers, joints, shoring and bracing. Bamboos shall not be used anywhere in the staging or bracing. No nails shall be driven anywhere in the staging or bracing. No nails shall be driven anywhere in the already poured concrete to fix or support the staging or formwork. The size number and disposition of props and other staging shall be such as to safely carry the full-imposed operational loads including the effects of vibration. For exposed interior and exterior concrete surfaces of beams, columns and walls plywood or other approved forms, thoroughly cleaned and tied together with approved corrosion-resistant devices shall be used. Utmost care shall be exercised in ensuring that all columns forms are plumb and true and thoroughly cross-braced to keep them so till the required time. All floor and beam centering shall be crowned not less than 8 mm in all directions for every 5 meters span. Unless described on the Drawing or elsewhere to the contrary beveled strips 25 mm x 25 mm shall be provided, without any extra charge, to form angles and in the corner of column and beam boxes for chamfering of corners. Temporary openings for cleaning, inspection and for pouring concrete shall be provided at the base of vertical forms and at other places where they are necessary and as may be directed by the Engineer-in-Charge. The temporary openings shall be so formed that they can be conveniently closed when required and must not leave any mark on the concrete. Forms may be reused but before each reuse they shall be thoroughly scraped and cleaned, joints gone over and repaired, and insides re-treated to prevent adhesion. The shape, strength, rigidity, mortar tightness and surface smoothness of formwork and staging shall be maintained at all times to the satisfaction of the Engineer. It shall be Contractor’s sole and ultimate responsibility to design, erect, maintain and remove the formwork staging efficiently. The Engineer may however approve the system or instruct the Contractor to make modifications therein. Such modifications shall be incorporated by the Contractor without claiming any extras. Contractor has to take prior approval for Shuttering scheme.

**Removal of Forms:**

The Contractor shall record on the drawings or in other approved manner, the date on which the concrete is placed in each part of the work and the date on which the formwork is removed there from and
Table 5.5.9.3: Removal of formwork

<table>
<thead>
<tr>
<th>Removal of formwork</th>
<th>Minimum Period (as required by Engineer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vertical faces of footing, beams and columns, walls</td>
<td>24 hours</td>
</tr>
<tr>
<td>Under sides of slabs</td>
<td>7 days</td>
</tr>
<tr>
<td>Under sides of beams (Up to 6.0 m span)</td>
<td>14 days</td>
</tr>
<tr>
<td>Under sides of beams (More than 6.0 m span)</td>
<td>21 days</td>
</tr>
<tr>
<td>Under sides of beams (With props left under)</td>
<td>7 days</td>
</tr>
</tbody>
</table>

Note:
- If Portland pozzolana cement is used (if specifically allowed), time required is to be increased as per instructions of Engineer.
- If concreting is done inclement weather i.e. temperature below 10°C or above 40°C, the above periods shall be suitably increased as per instructions of Engineer.
- Above details given in the table is not applicable for PT slab.
The formwork shall be so made as to produce a finished concrete true to shape, lines, level, plumb and dimensions as shown in the drawings subject to the following tolerances unless otherwise specified in this specification or drawings or directed by the Engineer-in-Charge.

<table>
<thead>
<tr>
<th>Sectional dimensions</th>
<th>± 5 mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumb</td>
<td>1 in 1000 of height</td>
</tr>
<tr>
<td>Levels</td>
<td>+ 3 mm before any deflection has taken place</td>
</tr>
</tbody>
</table>

The tolerances given above are specified for local aberration in the finished concrete surface and should not be taken as tolerance for the entire structure taken as a whole for the setting and alignment of formwork which should be as accurate as possible and true to shape required to the satisfaction of the Engineer-in-Charge. Any error, within the above tolerance limits, or any other as may be specially set up by the Engineer-in-Charge, if noticed in any of the structure after part or portion stripping of forms, shall be corrected in the subsequent work to bring back the structure to its true line, level and alignment.

**Cement Concrete (plain/reinforced):**

**Scope:**

This specification deals with cement concrete, plain or reinforced, for general use, and covers the requirements for concrete materials, their storage, handling grading, mix design, strength and quality requirements, pouring at all levels, protection, curing, finishing and other related works.

The Contractor shall furnish all labor, materials and equipment form, plan and finish all structural concrete and miscellaneous items complete as indicated in the drawings/or directed by Engineer.

The Contractor shall be given the option to make arrangements and procure his own coarse aggregates from a source, approved by the Engineer. In case however, it is found by the Engineer-in-charge that the coarse aggregates are not suitable or fail to pass the tests, the contractor shall be required to get the rocks from the quarries and install his own crusher within the work site to be decided and approved by the Engineer-in-Charge, to crush the rocks and produce the coarse aggregates. The contractor shall make his own arrangements to quarry out rocks suitable for manufacture of coarse aggregates from the quarries and shall at his own cost, arrange to transport the rocks/boulders from these quarries to the location of the crusher. The installation of the crusher and screen of adequate size and capacity
shall be done such that the desired quantum of coarse aggregates in accordance with the specifications are available. Power supply for running this crusher shall be given to the contractor at a charge equal to the prevailing tariff rate of State Electricity Board as prevalent for that area at the time of Award of Work. The Contractor shall not be eligible for any extra claim for performing all the above operations for supplying required quality and quantity of coarse aggregates for concreting purposes.

The provision of IS:456 latest revision shall be complied with unless permitted otherwise and any other Indian Standard Code (latest revision) shall form a part of this Specification to the extent it has been referred to or applicable within this Specification.

**General:**

Concrete shall be either ordinary or controlled, in grades designated as M15, M20, M25, M30, etc. as specified in IS:456. In case of liquid retaining structures, IS:3370 will be followed. Plain/Lean concrete shall be 1:4:8, 1:3:6 nominal mix with aggregate of nominal size 40 mm maximum; and of 1:2:4 mix with 20 mm and down aggregates or as indicated on Drawings and Schedule of items.

Ordinary concrete is recommended only when accurate control is impracticable and not necessary, as directed by the Engineer-in-Charge, ordinary concrete may not require preparation of trial mix.

Concrete mix proportions for ordinary concrete shall be as per IS:456. In proportioning concrete, the quantity of cement shall be determined by actual weight. The quantities of fine and coarse aggregates may be determined by volume, but preferably by weight. If the aggregates are moist, allowance shall be made for bulking and weight in accordance with IS:2386 (Part III). Allowance shall also be made for surface water present in the aggregates when computing the water content. The amount of surface water shall be determined by one of the field methods described in IS:2386 (Part III). All the above data shall be ascertained and maintained properly to the satisfaction of the Engineer-in-Charge.

The water cement ratio shall not be more than those specified in IS:456. The cement content of any nominal mix proportion shall be increased if the quantity of water in a mix has to be increased to overcome the difficulties of placement and compaction, so that the water cement ratio specified above for a particular mix is not exceeded. No extra payment shall be made to the contractor for use of the extra cement.
Preliminary tests, as specified, in the IS Code and required by the Engineer-in-Charge, shall be carried out sufficiently in advance of the actual commencement of the work with different grades of concrete made from representative samples of aggregates and cement expected to be used on the job to ascertain the ratios by weight of cement of total quantity of fine and coarse aggregates and the water-cement ratio required to produce a concrete of specified strength and desired workability.

Table 5.5.11: Minimum Cement Content for design mix (Controlled concrete)

<table>
<thead>
<tr>
<th>Grade of concrete as per IS:456</th>
<th>Content of 43 grade in kg/m³ of finished concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>M15</td>
<td>240</td>
</tr>
<tr>
<td>M20</td>
<td>300</td>
</tr>
<tr>
<td>M25</td>
<td>300</td>
</tr>
<tr>
<td>M30</td>
<td>320</td>
</tr>
<tr>
<td>M35</td>
<td>340</td>
</tr>
<tr>
<td>M40</td>
<td>360</td>
</tr>
<tr>
<td>M45</td>
<td>440</td>
</tr>
<tr>
<td>M50</td>
<td>460</td>
</tr>
</tbody>
</table>

The minimum cement content for each grade of concrete shall be as per Table 5.6.2 above. If the requirement of cement is found to be more than that specified below, then such excess quantities of cement shall be used and for which no extra payment shall be made. At least 4 trial batches are to be made and 7 test cubes taken for each batch noting the slump on each mix. These cubes shall then be properly cured and two cubes for each mix shall be tested in a testing laboratory approved by Engineer-in-Charge at 7 days and others at 28 days for obtaining the ultimate compressive strength. The test reports shall be submitted to the Engineer-in-Charge. The cost of mix design and testing shall be borne by the Contractor. On the basis of the preliminary test reports for trial mix, a proportion of mix by weight and water-cement ratio shall be approved by the Engineering-Charge, which shall be expected to give the required strength, consistency and workability and the proportions so decided for different grades of concrete shall be adhered to during all concreting operations. If, materials, being used get changed from those used for ascertaining mix design, the contractor shall have to run similar trial mixes to redesign the mix proportions and consistency. It shall be within the
competency of the Engineer-in-Charge to reduce the number of trial batches and then number of test specimens mentioned above. Further, the Engineer-in-Charge may also allow adoption of the mixes already tried and found satisfactory, with similar materials, for other jobs at the same site, without any fresh design of mix. The mix once approved must not be varied without prior approval of the Engineer-in-Charge. However, should the contractor anticipate any change in the quality of future supply of materials than the ones used for preliminary mix design, he shall inform the same to the Engineer-in-Charge and bring fresh samples well in advance to carry out fresh trial mixes. The Engineer-in-Charge shall have access to all places and laboratory where design mix is prepared. Design mix shall indicate by means of graphs and curves, etc. the extent of variation in the grading of aggregates, which can be allowed.

In designing the mix proportions of concrete, the quantity of both cement and aggregate shall be determined by weight. The Engineer-in-Charge may allow the quantity of aggregates to be determined by equivalent volume basis, after the relationship between the weight and volume is well established by trial, and the same shall be in calibrated ranks or weighed. All measuring equipment shall be maintained in clean and serviceable condition, and their accuracy periodically checked.

To keep the water-cement ratio to the designed value, allowance shall be made for the moisture contents in both fine and coarse aggregates and determination of the same shall be made as frequently as directed by the Engineer-in-Charge. The determination of moisture contents shall be according to IS 2386 (Part III).

**Strength Requirements:**

Where ordinary Portland cement conforming to IS:269 or Portland blast furnace slag cement conforming to IS:455 is used the compressive strength requirements for various grades of concrete shall be as shown in Table III. Where rapid Hardening Portland cement is used, the 28 days compressive strength requirements specified in Table III shall be met in 7 days. The strength requirements specified in Table III shall apply to both controlled concrete and ordinary concrete.

<table>
<thead>
<tr>
<th>Grades of concrete</th>
<th>Min compressive strength conducted in accordance with IS:516 (N/mm²) for 150 mm cube</th>
</tr>
</thead>
</table>

Table 5.5.12: Strength requirements of concrete
### Other requirements of concrete strength

Other requirements of concrete strength as may be desired by the Engineer-in-Charge shall be in accordance with Indian Standard IS:456. The acceptance of strength of concrete shall be as per Clause 16 “Sample size and Acceptance Criteria” of IS:456 subject to stipulations and/or modifications stated elsewhere in this specification. Concrete work found unsuitable for acceptance shall have to be dismantled & replaced to the satisfaction of the Engineer-in-Charge by the Contractor free of cost to the Owner. No payment for the dismantled concrete, the relevant formwork and reinforcement, embedded fixtures, etc. wasted in the dismantled portion shall be made. In the course of dismantling, if any damage is done to the embedded items or adjacent structures, the same shall also be made good free of charge by the Contractor to the satisfaction of the Engineer-in-Charge.

In exceptional circumstances, the Engineer-in-Charge may accept a concrete of lower strength than specified which is otherwise unacceptable according to the "Acceptance Criteria" of IS:456, latest revision, provided the strength is never less than 80% of the specified strength. All concrete having strength less than 80% of the specified, shall always be rejected, and payments for concrete of lower strength than specified, accepted by the Engineer-in-Charge, shall be made at a reduced rate on pro-rate basis to the strength obtained.

With permission of the Engineer-in-Charge, for any of the above-mentioned grades of concrete, if the water quantity has to be increased in special cases, cement shall also be increased proportionately to keep the ratio of water to cement same as adopted in trial mix design for each grade of concrete. No extra payment for

<table>
<thead>
<tr>
<th>as per IS 456</th>
<th>For 150 mm cube specimens at 7 days at Work Test</th>
<th>For 150 mm cube specimen at 28 days Preliminary Test</th>
<th>specimen at 28 days Work Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>M15</td>
<td>10</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>M20</td>
<td>13.5</td>
<td>26</td>
<td>20</td>
</tr>
<tr>
<td>M25</td>
<td>17</td>
<td>32</td>
<td>25</td>
</tr>
<tr>
<td>M30</td>
<td>20</td>
<td>38</td>
<td>30</td>
</tr>
<tr>
<td>M35</td>
<td>23.5</td>
<td>45.5</td>
<td>35</td>
</tr>
<tr>
<td>M40</td>
<td>26.7</td>
<td>52</td>
<td>40</td>
</tr>
<tr>
<td>M45</td>
<td>30</td>
<td>58.5</td>
<td>45</td>
</tr>
<tr>
<td>M50</td>
<td>33.33</td>
<td>65</td>
<td>50</td>
</tr>
</tbody>
</table>
the additional cement provided on this account shall be made to the Contractor.

**Workability: -**

**Mixing: -**

The workability of concrete shall be checked at frequent intervals by slump Test. Where facilities exist, and if required by the Engineer-in-Charge, alternatively, the Compacting Factor test in accordance with IS:1199 shall be carried out.

The degree of workability necessary to allow the concrete to be well consolidated and to be worked into the corners of formwork and a round the reinforcement to give the required surface finish shall depend on the type and nature of the structure and shall be based on past experience and tests. The limits of consistency for structures are as specified in Table IV below:

<table>
<thead>
<tr>
<th>Placing conditions</th>
<th>Workability with vibration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Degree</td>
</tr>
<tr>
<td>Concreting of shallow section footing/raft</td>
<td>Low</td>
</tr>
<tr>
<td>Beams/columns etc. lightly reinforced sections</td>
<td>Medium</td>
</tr>
<tr>
<td>Heavy reinforced sections</td>
<td>High</td>
</tr>
</tbody>
</table>

Thorough mixing of the concrete is essential and all concrete shall be mixed on weigh batching machine.

A mixing time of not less than two minutes after all materials including water, have entered the mixing drum shall be considered as a satisfactory period for mixers up to 1 cum capacity.

A slightly longer mixing time may be required for mixers exceeding 1 cum capacity and for dry concrete mixes. Mixing time, however, vary according to the type of mixer and the above periods may be modified by the Engineer according to the observed mixing efficiency.

When the concrete is mixed, the complete contents of the drum shall be discharged in one operation into a hopper or container.
Mixing time is lost and risk of segregation occurs if the batch is discharged into a number of separate barrows or containers. At the start of the day the first batch or two of the concrete will be harsh and stony because some mortar will stick to the inside of the drum around the blades. The proportion of course aggregate shall therefore be reduced for the first mix or two. The mixer shall be thoroughly washed from inside and the blades cleaned after use. The inside of the drum shall be inspected regularly and any blades, which are worn or broken, shall be replaced.

When hand mixing is permitted by the Engineer-in-Charge for concrete to be used in relatively unimportant structures, it shall be carried out on a watertight platform and care shall be taken to ensure that mixing is continued until the mass is uniform in color and consistency. In case of hand mixing, extra cement @ 10% of design mix shall be added to each batch at no extra cost to the Owner.

**Conveying Concrete:**
Concrete shall be handled and conveyed from the place of mixing to the place of final laying by approved means, before the initial setting of the cement starts. Concrete should be conveyed in such a way so that no segregation or loss of any of the ingredients takes place. If segregation does occur during transport, the concrete shall be re-mixed. During very hot or cold weather, if directed by the Engineer-in-Charge, concrete shall be transported in deep containers, which will reduce the rate of water loss, by evaporation and loss of heat. No extra water shall be poured on to the concrete while placing it. Conveying equipment’s for concrete shall be well maintained and thoroughly cleaned before commencement of concrete mixing. Such equipment shall be kept free from set concrete.

**Placing:**
No concrete shall be started until the surface on which it is to be laid has been checked and approved by the Engineer. Concrete shall be transported from the mixer to the place of final laying and rapidly as practicable and by methods, which shall prevent segregation or loss of ingredients. Equipment’s for cutting, pumping and pneumatically conveying concrete shall be of such size and design as to ensure a practically continuous flow of concrete at the delivery and without any segregation of
ingredients. The interval between adding the water to the dry materials in the mixer and the completion of the final placing inclusive of compaction of the concrete shall be well within the initial setting time for the particular mix. As far as possible concrete shall be placed in formwork by the means approved by Engineer and not be dropped from a height or handled in a manner which may cause segregation.

Care must be taken to ensure that the inserts, fixtures, reinforcement and formwork are not displaced or distorted during placing of concrete. No concrete shall be placed in open, while it rains, if there has been any sign of washing of cement and sand, the concrete shall be entirely removed immediately. Suitable precautions shall be taken in advance to guard against rains before leaving the fresh concrete unattended. No accumulation of water shall be permitted on or around freshly laid concrete. Slabs beams and similar members shall be poured in one operation normally. In special circumstances, with the approval of the Engineer, these can be poured in horizontal layers not exceeding 500 mm in depth. When poured in layers it must be ensured that the under layer is not already hardened. Bleeding of under layer, if any shall be effectively removed. Molding, throating, drip course, etc. shall be poured as shown on the Drawing or as desired by the Engineer. Holes shall be provided and bolts, sleeves, anchors, fastenings or other fixtures shall be embedded in concrete as shown on the approved Drawings or as directed by the Engineer. Any deviation there from shall be set right by the Contractor at his own cost, as instructed by the Engineer.

**Compacting:**
The object of compacting concrete is to achieve maximum density. The concrete shall therefore, be placed a little in excess of its specified, so that after proper compaction its final desired depth is obtained. Manually rodding and tapping the concrete and tapping the formwork on its external face shall be continuously carried out at the actual pouring head, while compacting the concrete with mechanical vibrations shall be done sufficient distance away from the pouring head, so that the vibrator is utilized only to compact the concrete and not to spread it.

Slabs shall be vibrated with plate vibrators.
Beams and Columns shall be vibrated using immersion vibrators as per IS:2505 and IS:3558; thin sections like water tank walls shall be vibrated using surface vibrators. The Contractor shall at all times have in reserve sufficient vibrators of each variety to guard against shut down of the work occasioned by the failure of the equipment in operation and to permit the equipment to be serviced and overhauled in rotation. No concreting will be permitted in the event of power failure or vibrator failure. The Engineer, may, at his absolute discretion, permit concreting by increasing the slump and correspondingly increasing the cement contents at the Contractor’s cost; but in that case the concrete compacted without mechanical vibration shall be paid for at a rate 10% less than Contract rates. Except for shallow or inaccessible concrete, the vibrator shall be penetrated vertically at regular distance and intervals, not at an angle or at haphazard intervals. It is better to vibrate at smaller intervals for shorter periods of time, rather than at wider intervals for longer period of times. At corners, obstructions, embedded fixtures and congested reinforcement areas, the vibrators shall be manipulated with the utmost care and handled only by the most experienced workmen. All vibrating operations for the entire duration of the job shall be carried out by the same set of workmen.

**Curing:**

All freshly placed concrete surfaces shall be protected from the elements and from defacement during building operations. The Contractor shall provide and use, enough tarpaulins or other suitable materials to cover completely or enclose, all freshly finished concrete. As soon as the concrete has hardened sufficiently to prevent damage, it shall be cured maintaining the concrete in a damp condition by application of wet sacking or other approved moisture retaining covering for a period of 28 days after placing the concrete. Extreme care shall be taken to ensure that all surfaces are kept in a moist condition and no local area shall be allowed to dry out intermittently. If the concrete surface; at the time of removing the form, is observed rough, honeycombed or with the loose aggregates, the necessary rectifications like pressure (injection) grouting will be carried out by the Contractor at his own cost as per the instructions from the Engineer.
The Engineer may order testing of concrete, if the concrete is observed doubtful from the strength and durability point of view and all the cost of testing, and other cost such as delay in further work etc. will be borne by the Contractor.

**Finish to Concrete Surface:**
Finish to concrete surfaces at various situations shall be as per direction of the Engineer. Where form finish is specified, the final surface shall be smooth and even and no undulations, ridges, spots etc. shall be permitted. They shall also be laid to pattern as directed. In case surfaces intended and directed for form finish, exhibit any of the defects above mentioned, the surfaces shall be rubbed with carborundum or plastered and the finished as directed at the risk and cost of the Contractor. The decision as to the acceptability or otherwise of a surface will be notified by the Engineer and the Contractor will implement the instructions accordingly.

**Concrete Cover for Reinforcement:**
Where not specially indicated in the drawings, concrete cover for reinforcement shall be as per the latest Indian Standards and as per direction at site from time to time. Properly cured concrete cover blocks to suit various covers as required shall be provided in adequate numbers sufficiently ahead of the work. For works buried below ground level, only annular cover blocks shall be used.

**Construction Joints:**
When the work is to be interrupted, the concrete shall be rebated at the joint to such shape and size as may be required by the Engineer-in-Charge or as shown on the drawings. All vertical construction joints shall be made with stop boards, which are rigidly fixed and slotted to allow for the passage of the reinforcing steel. If desired by the Engineer-in-Charge, keys and/or dowel bars shall be provided at the construction joints. In the case of water retaining structures, water-stop of approved material shall be provided if so, specified on the Drawing or desired by the Engineer-in-Charge, construction joints shall be provided in position as shown or described on the Drawings. Where it is not described, the joints shall be in accordance with the following: In a column, the joint shall be formed about 75 mm below the lowest soffit of the beams forming into it.
Concrete in a beam shall be placed throughout without a joint, but if the provision of a joint is unavoidable, the joint shall be vertical and at the middle of the span.

A joint, in a suspended floor slab shall be vertical at the middle of the span and at right angle to the main reinforcement. In forming a joint, concrete shall not be allowed to slope away to a thin edge. The locations of construction joints shall be planned by the contractor well in advance of pouring and have to be approved by the Engineer-in-Charge.

Construction joints in foundations of equipment shall not be provided without specific concurrence of the Engineer-in-Charge.

Before fresh concrete is placed, the cement skin of the partially hardened concrete shall be thoroughly removed and surface made rough by hacking, sand blasting, water jetting, air jetting or any other methods as directed by the Engineer-in-Charge. The rough surface shall be thoroughly wetted for about two hours and shall be dried and cooled with 1:1 freshly mixed cement sand slurry immediately before placing the new concrete. Approved variety of bonding agent such as Bond Crete, Nit bond (Fosroc) or equivalent shall be applied to the existing concrete. The new concrete shall be worked against the prepared surface before the slurry sets. Special care shall be taken to see that the first layer of concrete placed after a construction joint is thoroughly rammed against the existing layer. Old joints during pour shall be treated with 1:1 freshly made cement sand slurry only after removing all loose materials.

**Openings and Inserts:**

All openings and inserts which are designated in due time or as required for services, will be exactly provided by the Contractor including supply of materials. The Contractor should also fix the anchors or such items in exact position and in perfect lines and levels. Inserts apply to such items as timber, dowel bolts, loops, brackets, suspension irons, hooks screws, plates, pipes of various types and diameter etc. Openings in concrete or masonry must be provided in slightly bigger, if directed so, as shown in drawings or as instructed by the Engineer. It must be clearly understood that the provisions of inserts and openings as contemplated in this contract are to be carried out with ‘utmost precision’ and any deviation of the same from that as shown in
drawing or instructed, have to be rectified by the Contractor at his own cost and risk.

**Proportioning the Mix (For nominal mix concrete):**

In ordinary concrete (not controlled concrete), proportion of cement to fine aggregate and coarse aggregate shall be as set out in Table "A" below. Those proportions are based on assumption that the aggregates are dry.

In proportioning ordinary concrete, quantity in cubic meters of cement shall be determined by weight taking the value of 1440 kg of ordinary cement and 1280 kg of rapid hardening cement for one cubic meter.

Allowance shall be made for surface water present in the aggregate when computing the water content. Surface water present in the aggregate shall be determined by one of the field methods described in IS:2386 (Part III). In the absence of exact data and for ordinary concrete, the amount of surface water may be estimated from values given in Table "B".

**Table A**

<table>
<thead>
<tr>
<th>How Nominal Mix</th>
<th>Total quantity of dry aggregates (kg)</th>
<th>Maximum quantity of water required per bag of cement (litre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>M10</td>
<td>480</td>
<td>34</td>
</tr>
<tr>
<td>M15</td>
<td>350</td>
<td>32</td>
</tr>
<tr>
<td>M20</td>
<td>280</td>
<td>30</td>
</tr>
</tbody>
</table>

**NOTE:**

i. Quantity of water to be reduced by approximately 20% for mechanically vibrated concrete.

ii. Approximate quantity of water container in wet sand is as given below. Quantity of water to be added to be reduced accordingly.

**Table B**

<table>
<thead>
<tr>
<th>Aggregate</th>
<th>Liters/m³</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very wet sand</td>
<td>120 to 160</td>
</tr>
<tr>
<td>Wet sand</td>
<td>80</td>
</tr>
<tr>
<td>Moist sand</td>
<td>40</td>
</tr>
</tbody>
</table>
Grades of Concrete, Strength etc.: -

The Bill of Quantities specifies various Grades of concrete. The strength corresponding to these Grades is as per table below.

<table>
<thead>
<tr>
<th>Grade of Concrete</th>
<th>Compression Strength at 28 days (N/mm²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>M15</td>
<td>15</td>
</tr>
<tr>
<td>M20</td>
<td>20</td>
</tr>
<tr>
<td>M25</td>
<td>25</td>
</tr>
<tr>
<td>M30</td>
<td>30</td>
</tr>
<tr>
<td>M45</td>
<td>45</td>
</tr>
<tr>
<td>M50</td>
<td>50</td>
</tr>
</tbody>
</table>

Even though the Bill of Quantities specifies various grades of concrete, it is possible that the grade may be altered to suit the site conditions.

The strength of preliminary test cubes shall be as per IS:456. The type of concrete for any particular situation shall be as per instructions given to the Contractor by the Engineer notwithstanding anything contained in the foregoing clauses.

Volume Batching with weight control: -

Where batching by volume with weight control is specified by the Engineer, all measurements of sand, coarse aggregates and water shall be by volume and of cement by the bag controlled by regular periodical weighing. In order to ensure correct proportioning, the following precautions shall be taken.

The contractor shall maintain at site a suitable number of platform balance similar to the one used for weighing luggage on railway platforms, capable of weighing up to 200 kg to the nearest 100 gm. The balance shall be used for weighing cement bags and occasionally boxes of sand and coarse aggregate as specified below.

The contractor shall provide the mixer operator with two standard measures. One of 5 liter and one of 1-liter capacity for measuring the water to be added to the mix. The quantity of water to be added to the mix shall be approved by the Engineer or his representative and may be adjusted by them as frequently as necessary in order to allow for the moisture content of the sand or coarse aggregate and workability desired. On no account shall the contractor be allowed more water to be added to the mix than that specified. A mix containing such excess water may be
rejected by the Engineer or his representative and not allowed for use in the works.

Sand and coarse aggregates shall be measured by volume. The sizes of measuring boxes or the depth to which they are filled or both shall be adjusted to obtain the correct weight of each material specified by the Engineer for that mix.

Every fifth or tenth measuring box of sand or of coarse aggregate shall be weighed on the balance to ensure that filling of boxes is being uniformly done. Adjustments shall be made from time to time in the amount of each box filled to take into account variations in moisture content and bulking of sand. More frequent weighing of boxes, particularly of sand, if found to vary considerably, in moisture content, and bulking, may be required by the Engineer and shall be done by the contractor without additional cost to the Owner.

**Placing Temperatures:**

Fine and coarse aggregates for concreting shall be kept shaded and the concrete aggregates sprinkled with water for a sufficient time before concreting in order to ensure that the temperature of these ingredients is as low as possible prior to batching. The mixer and batching equipment shall also be shaded.

**Mixing:**

Materials for concrete shall be compiled out in rotation into the mixer as directed by the Engineer or his representative. After all other ingredients as required are in the drum, water shall be added in measured quantities in the manner specified by the Engineer at site.

The mixer shall be run to a working speed to be decided in consultation with the Engineer or his representative. The mixer shall be run for at least two minutes and at least 40 revolutions after the full quantity of water has been placed in the drum.

The mixing and tempering of cement mortar of concrete, which has partially set, will not be allowed.

**Foundation Bedding:**

All earth surfaces upon which or against which concrete is to be placed, shall be well compacted and free from standing water, mud or debris. Soft or spongy area shall be cleaned out and back filled with either soil-cement mixture, lean concrete or clean sand
compacted as directed by Engineer. The surfaces of absorptive soils shall be moistened. Concrete shall not be deposited on large sloping rock surfaces. The rock shall be cut to form rough steps or benches by picking, barring or wedging. The rock surface shall be kept wet for 2 to 4 hours before concreting.

**Grouting:**
Grout shall be provided as specified on the drawings. The proportion of standard grout shall be such as to produce a flowable mixture consistent with minimum water content and shrinkage. Surfaces to be grouted shall be thoroughly roughened and cleaned. All structural steel elements to be grouted, shall be cleaned of oil, grease, dirt etc. The use of hot, strong caustic solution for this purpose may be permitted. Prior to grouting, the hardened concrete shall be saturated with water and just before grouting water in all pockets shall be removed. Grouting once started shall be done quickly and continuously. Variation in grout mixes and procedures shall be permitted if approved by Engineer.

**Hot Weather Requirements:**
Adequate provisions shall be made to lower concrete temperatures, which shall not exceed 38°C in case of freshly placed concrete under all weather conditions.

**Tests of determination of strength of concrete:**
As will be apparent from the Bill of Quantities, the strength of concrete specified is the criterion and the Contractor shall make every effort to obtain the specified strength by good quality control. In case of concrete, which does not obtain the specified strength at 28 days, such work shall be demolished and reconstructed to obtain the requisite strength as directed by the Engineer. The determine whether concrete in any particular part of the work is of the requisite strength or not, test cubes (works test cubes) shall be made from samples collected from the concrete being poured for the particular part and determined as per accepted criteria detailed hereinafter. The salient feature for the collection of samples is as indicated below:

**Testing of Concrete Cubes for determining Compression Strength**
1) **Quality**
As specified

2) **Compression Strength**
   Shall be as specified for the particular type of concrete.

3) **Criteria for acceptance of work**
   As per relevant IS Code.

4) **Quantum of cubes and testing**
   A set of 9 cubes shall be cast per every 50 m³ of concrete.
   OR
   A set of 9 cubes on every day of concrete.
   OR
   A set of 9 cubes on every important element as decided by the Engineer.
   The decision of the Engineer in this regard shall be final and binding.

5) **Cubes**
   The size of cubes shall be 150 x 150 x 150 mm.
   The number of cubes to be collected from each sample as detailed below shall be nine. Three cubes each are intended for testing at 7 and 28 days respectively for determining the strength. Cubes tested at 7 days should give strength of not less than 70% of the corresponding strength at 28 days. It shall however be expressly understood that the test results at 28 days only shall govern and 7 days tests are intended to obtain a fair idea at an early stage. Balance 3 cubes shall be kept as standby.

6) **Number of Tests**
   The number of cube tests in a work shall be entirely at the discretion and as directed by the Engineer. Cubes shall generally be collected for various structural members and also for works at various levels. It shall also be collected whenever the usual quality for a particular strength in suspect.

7) **Preparation and Testing of Cubes**
   Casting of cubes, preparation of molds for the same, processing and curing the cubes and pressure testing the same shall be as per detailed instructions which will be issued to the Contractor from the Engineer from time to time or as per relevant Indian Standards as amended up to date and as directed.

8) **Equipment molds, testing etc.**
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

It is the entire responsibility of the Contractor to prepare and get the cubes tested and provide for all material, labor, molds, equipment, facility and charges for testing etc. The Contractor’s rate for concrete work shall be deemed to include for these and no extra whatsoever is admissible on this account.

9) Slump
If in the opinion of the Engineer, slump cone tests are required to be performed to establish workability the same shall be carried out free of cost. Slump tests are however, to serve as guide only.

Ready Mix Concrete: -
All other specification indicating under item of Plain and Reinforced concrete work shall be applied for this item of work also.

The work includes providing, laying, curing etc., complete for concrete work in strict accordance with the approved manufactures specification and relevant IS code. Ready mix concrete shall be from automatic computerized batching plant with mix capacity 25 m³/ Hr. The rate should include cost of concrete of specified grade, transporting to the site, placing at desired position with concrete, pump, vibrating and mixing admixture, retarding agent and finishing the concrete.

Mode of Measurement: -
Concrete in ground floor paving and concrete mat below footings and plinth beams and lift shafts shall be measured in cubic meter. Footings shall be measured in cubic meter up to bottom of pedestals. Columns including pedestals shall be measured in cubic meter, height being measured from top of footings or of lower slab up to soffit of upper slab. Where adjacent slab thickness differ, average soffit shall be considered. Plinth beams and floor beams shall be measured in cubic meter length being considered between faces of supporting columns or beams and depth being considered as projecting either above or below slabs or chajjas. Slabs & chajjas shall be measured in cubic meter being the product of their projected superficial areas including bearing by the depth. Staircase steps with waist shall be measured in cubic meter, landing being measured along with slabs and chajjas.
Lintels, mullions, bed-blocks, sills and copings shall be measured in cubic meter. In general, IS:1200 (Part II) shall be followed. A Check List shall be prepared by the Contractor as directed by the Engineer and no concreting work shall be done till all the points in the Check-List are checked.

**REINFORCEMENT STEEL WORKS: -**

**General**

The steel to be used for reinforcement concrete work shall comply with the requirements of Indian Standard Specification No. 2062, 432, 1139 and 1786. Steel bars made for rerolling old rails, bars etc. will not be allowed to be used on any account and the Contractor must produce proof that such bars are not being used. Should the results of tests conducted through an approved laboratory at the Contractor’s expense made in accordance with the provisions of relevant Indian Standard Specification show that the steel does not comply with these specification, the Engineer may, at his discretion, reject the lot or lots from which the sample or samples were taken and the same shall not be used in the works but shall be removed there from and the work already executed with such bars may be ordered to be demolished at the Contractor’s cost. The Contractor will not be paid for the demolished work nor will the completion time limit be extended, in that case.

All steel used for reinforcement shall be free from loose scales or rust which must be removed with a stiff wire brush and coated with neat cement as directed. Bars must also be free from oil or paint. All bending shall be done cold, gradually, evenly and without jerks. All protruding bars to which other bars are to be spliced later, must be protected from rusting by a coat of thin neat cement grout and contractor’s rates shall be inclusive of this item. The steel shall be properly braced, supported and otherwise held in position by plastic or concrete spacer blocks and steel chairs so as to prevent displacement while concrete is put in. Tiles or stone chips will not be permitted to be used as spacer blocks. The correct number and size of reinforcing bars, stirrups and binders shall be provided and placed in position strictly according to the contract drawings and instructions. This must be looked after with proper care and checked over by a competent foreman of the Contractor personally and finally before pouring the concrete. A steel fitter should be in full time attendance while pouring concrete to adjust and fix the reinforcement.

**Steel for Reinforcement**
The steel used for reinforcement shall be any of the following types:

I. Mild steel and medium tensile bars conforming to IS 432 (Part I)

II. High strength deformed steel bars conforming to IS 1786

III. Hard drawn steel wire fabric conforming to IS 1566

IV. Structural steel conforming to Grade A of IS 2062

V. Thermo-mechanically treated (TMT) Bars.

Elongation percent on gauge length is $5.65 \sqrt{A}$ (Square root of $A$) where $A$ is the cross-sectional areas of the test piece.

Mild steel is not recommended for the use in structures located in earthquake zone subjected to severe damage and for structures subjected to dynamic loading (other than wind loading) such as railway and highway bridges.

Welding of reinforcement bars covered in this specification shall be done in accordance with the requirements of IS 2751.

Nominal mass/weight: The tolerance on mass/ weight for round and square bars shall be the percentage given in Table 5.1 of the mass/ weight calculated on the basis that the masses of the bar/wire of nominal diameter and of density 7.85 kg/ cm$^3$ or 0.00785 kg/mm$^3$.

Table 5.5.14 Tolerance on Nominal Mass

<table>
<thead>
<tr>
<th>Nominal size (in mm)</th>
<th>Tolerance on the Nominal Mass per cent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Batch</td>
</tr>
<tr>
<td>Upto and including 10</td>
<td>+7</td>
</tr>
<tr>
<td>Over 10, upto and including 16</td>
<td>+5</td>
</tr>
<tr>
<td>Over 16</td>
<td>+3</td>
</tr>
</tbody>
</table>

+ for individual sample plus tolerance is not specified
(x) for coil batch tolerance is not applicable

Tolerance shall be determined in accordance with method given in IS 1786.

High strength deformed bars & wires shall conform to IS 1786. The physical properties for all sizes of steel bars are mentioned below in Table 5.5.15.

Table 5.5.15
## Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Property</th>
<th>Fe 415</th>
<th>Fe 425 D</th>
<th>Fe 500 D</th>
<th>Fe 550 D</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.2 Per cent Proof stress/ yield stress, Min, N/mm²</td>
<td>415</td>
<td>415</td>
<td>500</td>
<td>550</td>
</tr>
<tr>
<td>2</td>
<td>Elongation, per cent, Min. on gauge length 5.65 $\sqrt{A}$ (Square root of A), where A is the cross-sectional</td>
<td>14.5</td>
<td>18.0</td>
<td>16.0</td>
<td>14.5</td>
</tr>
<tr>
<td>3</td>
<td>Tensile strength, Min 10 Per cent more than the actual 0.2 per cent proof stress/ yield stress but not less than 485.0 N/mm²</td>
<td>10 Per cent more than the actual 0.2 per cent proof stress/ yield stress but not less than 500.0 N/mm²</td>
<td>10 Per cent more than the actual 0.2 per cent Proof stress/ yield stress but not less than 565.0 N/mm²</td>
<td>8 Per cent more than the actual 0.2 per cent Proof stress/yield stress but not less than 600.0 N/mm²</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Total elongation at maximum force, percent, Min on gauge length 5.65 $\sqrt{A}$ (Square Root of A), where a is the cross-sectional area</td>
<td>-</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>
Tests: Selection and preparation of Test sample. All the tests pieces shall be selected by the Engineer in-Charge or his authorized representative either-
   a) From cutting of bars
   Or
   b) If he so desires, from any bar after it has been cut to the required or specified size and the test piece taken from and any part of it.

In neither case, the test pieces shall be detached from the bar or coil except in the presence of the Engineer-in-Charge or his authorized representative.

The test pieces obtained in accordance with as above shall be full sections of the bars as rolled and subsequently cold worked and shall be subjected to physical tests without any further modifications. No deduction in size by machining or otherwise shall be permissible. No test piece shall be enacted or otherwise subject to heat treatment. Any straightening which a test piece may require shall be done cold.

Tensile Test: 0.2% proof stress and percentage elongation –
This shall be done as per IS 1608, read in conjunction with IS 226.
RE- test: This shall be done as per IS 1786.
Rebind test: This shall be done as per IS 1786.

Chemical composition of reinforcement bars shall be as per Table 5.5.15 as follows: -

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Maximum Per cent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fe 415</td>
</tr>
<tr>
<td>Carbon</td>
<td>0.3</td>
</tr>
<tr>
<td>Sulphur</td>
<td>0.06</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>0.06</td>
</tr>
<tr>
<td>Sulphur and</td>
<td>0.06</td>
</tr>
<tr>
<td>Phosphorus</td>
<td></td>
</tr>
</tbody>
</table>

Thermo-mechanically treated reinforcement bars
a) There is no BIS code for TMT bars. The available code BIS 1786 pertains to HSD Bars. Therefore, there should be no stipulation that TMT bars should conform to relevant BIS code.

b) The TMT bars are being produced under valid license from either of the firms namely Temporal, Thermax Encon Turbo & Turbo Quench. These firms have acquired patents and are giving licenses to various producers to produce TMT Bars.
c) The TMT bars shall conform to IS 1786 pertaining to Fe 415 D or Fe 500 D or Fe grade of steel as specified of make TATA, SAIL, VIZAG or equivalent.

d) In design and construction of reinforced concrete building in seismic zone III and above, steel reinforcement of Grade Fe 415 D shall be used. However, high strength deformed steel bars, produced by thermo mechanical treatment process of grade Fe 415, Fe 500 and Fe 550 having elongation more than 14.5. % and conform to other requirements of Fe 415 D, Fe 500 D and Fe 550 D respectively of IS 1786 may also be used for reinforcement. In future, latest provision of IS 456 and IS 13920 or any other relevant code as modified from time to time shall be applicable.

**Applicable Codes & Specifications: -**

IS:1786 – 2008 & IS 432 (Part I & II) Specification for Thermo Mechanically Treated (TMT) and HYSD steel Bars and hard drawn steel wire for concrete reinforcement.

**Supply: -**

Reinforcement bars, shall be either plain round mild steel bars Grade 1 as per IS:432 (Part 1) or medium tensile steel deformed bars as per IS:1139 or cold twisted steel bars as per IS:1786, as shown and specified on the drawings or in the Bill of Quantities.

High Yield Strength Deformed bars (HYSD) of grade Fe500, IS:1786 grade will be used as specified on the drawings and as directed by the Engineer.

Wire mesh or fabric shall be in accordance with IS:1566. Substitution of reinforcement will not be permitted except upon written approval from Engineer.

**Storage: -**

The reinforcement shall not be kept in direct contact with the ground but stacked on top of an arrangement of timber sleepers or the like.

If the reinforcing rods have to be stored for a long duration, they shall be coated with cement wash before stacking and/or be kept under cover or stored as directed by Engineer.

Fabricated reinforcement shall be carefully stored to prevent damage, distortion, corrosion and deterioration.

**Quality: -**

All steel shall be of Grade 1 quality unless specifically permitted by Engineer. No rerolled material will be accepted. If demanded by
Engineer, Contractor shall submit the manufacturer’s certificate for steel. Random tests on steel supplied by Contractor may be performed by Owner as per relevant Indian Standards. All costs incidental to such tests shall be at Contractor's expense. Steel not conforming to specifications shall be rejected and shall be carried away from site by Contractor at his cost.

All reinforcement shall be clean, free from grease, oil, paint, dirt, loose mill scale, loose rust, dust, bituminous material or any other substances that might destroy or reduce the bond. All rods shall be thoroughly cleaned before being fabricated. Pitted and defective rods shall not be used. All bars shall be rigidly held in position before concreting. No welding of rods to obtain continuity shall be allowed unless approved by Engineer.

If welding is approved, the work shall be carried out as per IS:2751 according to best modern practices and as directed by Engineer.

In all cases of important connections, tests shall be made to prove that the joints are of the full strength of bars welded, special precautions, as specified by Engineer, shall be taken in the welding of cold worked reinforcing bars and bars other than mild steel.

**Laps:**

Laps and splices for reinforcement shall be as shown on the drawings. Splices in adjacent bars shall be staggered and the locations of all splices, except those specified on the drawings or approved by Engineer. The bars shall not be lapped unless the length required exceeds the maximum available lengths of standard bars.

**Bending:**

Reinforcing bars supplied bent or in coils, shall be straightened before they are cut to size. Straightening of bars shall be done in cold and without damaging the bars. This is considered as a part of reinforcement bending fabrication work.

All bars shall be accurately bent according to the sizes and shapes shown on the detailed working drawings/bar bending schedules. They shall be bent gradually by machine or other approved means. Reinforcing bars shall not be straightened and regent in a manner that will injure the material; bars containing cracks or splits shall be rejected. Bars shall be bent cold, except for diameter of over 25 mm, which may be bent hot, if specifically approved by Engineer. Bars, which depend for their strength for cold working, shall not be bent hot. Bars bent hot shall not be heated beyond cherry red color (not exceeding 845oC) and after bending shall be allowed to cool slowly.
without quenching. Bars incorrectly bent shall be used only if the means used for straightening and re-bending be such as shall not, in the opinion of Engineer, injure the material. No reinforcement shall be bent when in position in the work without approval, whether or not it is partially embedded in hardened concrete. Bars having kinks or bends other than those required by design shall not be used. Contractor shall prepare his own bar bending schedule as per RCC drawings as per requirement and as directed and instructed, keeping wastage of bar length to minimum possible in general & bigger diameter of bars in particular. Contractor shall keep a competent person for supervising bar cutting & bending so that already cut length of bar is utilized before a new length of bar is taken.

Fixing: -
Reinforcement shall be accurately fixed by any approved means and maintained in the correct position shown in the drawings by the use of blocks, spacers and chairs as per IS:2502 to prevent displacement during placing and compaction of concrete. Bars intended to be in contact at crossing points shall be securely bound together at all such points. The vertical distances required between successive layers of bars in beams or similar members shall be maintained by the provision of mild steel spacer bars at such intervals that the main bars do not perceptibly sag between adjacent spacer bars. Binding wire shall be 16 gauge annealed soft iron wire for tying bars.

Cover: -
Unless indicated otherwise on the drawings, clear concrete cover for reinforcement (exclusive of plaster or other decorative finish) shall be as follows:
At each end of reinforcing bar, not less than 25 mm nor less than twice the diameter of the bar.
For a longitudinal reinforcing bar in a column, not less than 40 mm, nor less than the diameter of the bar. In case of columns of minimum dimension of 200 mm or under, with reinforcing bars of 12 mm and less in diameter, a cover of 25 mm to be used & provided.
For longitudinal reinforcing bars in a beam, not less than 25 mm or less than the diameter of the bar.
For tensile, compressive, shear, or other reinforcement in a slab or wall not less than 13 mm, nor less than the diameter of such reinforcement.
For any other reinforcement, not less than 13 mm, nor less than the diameter of such reinforcement.
For footings and other principal structural members in which the concrete is deposited directly against the ground, cover to the bottom reinforcement shall be 75 mm. If concrete is poured on a layer of lean concrete the bottom cover may be reduced to 50 mm.

For concrete surfaces exposed to the weather or the ground after removal of forms, such as retaining walls, grade beams, footing sides and top, etc. not less than 50 mm.

Increased cover thickness shall be provided, as indicated on the drawings, for surfaces exposed to the action of harmful chemicals (or exposed to earth contaminated by such chemicals) acid, alkali, saline atmosphere, Sulphur us smoke etc.

For reinforced concrete members, totally or periodically immersed in sea water or subject to sea water spray, the cover of concrete shall be 50 mm more than those specified above.

For liquid retaining structures, the minimum cover to all steel shall be 40 mm or the diameter of the main bar, whichever is greater. In the presence of sea water and soils and waters of a corrosive character the cover shall be increased by 10 mm.

Protection to reinforcement in case of concrete exposed to harmful surroundings may also be given by providing a dense impermeable concrete with approved protective coatings, as specified on the drawings. In such a case, the extra cover mentioned above, may be reduced by Engineer to those shown on the drawings.

The correct cover shall be maintained by cement mortar (1:2) cubes, PVC cover blocks or other approved means. Reinforcement for footings, grade beams and slabs on subgrade shall be supported on precast concrete blocks as approved by Engineer. The use of pebbles or stones shall not be permitted.

The minimum clear distance between reinforcing bars shall be in accordance with IS:456 or as shown in drawings. For bars in corrosive environment these covers will be increased by 20 mm in every case.

**Inspection:** -

Erected and secured reinforcement shall be inspected and approved by Engineer prior to placement of concrete.

**MASONRY:** -

**Scope**
This specification covers furnishing, installation, repairing, finishing, curing protection, maintenance and handling of masonry and allied works for use in structures and locations covered under the scope of the Contract.

**Applicable Codes**
The latest revision of the Indian Standards and Codes, unless otherwise specified, shall be applicable to all brickwork and block work.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS:1077</td>
<td>Specification for Common Burnt Clay Building Bricks</td>
</tr>
<tr>
<td>IS:2180</td>
<td>Specification for Burnt Clay Building Bricks, heavy duty</td>
</tr>
<tr>
<td>IS:2116</td>
<td>Specification for Sand Masonry Mortar</td>
</tr>
<tr>
<td>IS:2212</td>
<td>Code of Practice for Brickwork</td>
</tr>
<tr>
<td>IS:3495</td>
<td>Method of sampling and testing Clay Building Bricks</td>
</tr>
<tr>
<td>IS:2250</td>
<td>Code of Practice for Preparation and Use of Masonry Mortar</td>
</tr>
<tr>
<td>SP:27</td>
<td>Handbook of Method of Measurement of Building works</td>
</tr>
<tr>
<td>IS:432</td>
<td>Specifications for Mild Steel and Medium Tensile Bars</td>
</tr>
<tr>
<td>IS:2185</td>
<td>Specification for Cement Concrete Block</td>
</tr>
<tr>
<td>IS:2572</td>
<td>Code of Practice for construction of Concrete Walls</td>
</tr>
<tr>
<td>IS:9103</td>
<td>Specification for Admixture of Concrete</td>
</tr>
</tbody>
</table>

**Rubble Masonry:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS:1129 (1972)</td>
<td>Stone, Dressing</td>
</tr>
<tr>
<td>IS:8348 (1977)</td>
<td>Stone, slabs, stacking and packing for transportation</td>
</tr>
<tr>
<td>IS:1805 (1973)</td>
<td>Glossary of terms: quarrying and dressing</td>
</tr>
<tr>
<td>IS:8759 (1977)</td>
<td>Maintenance and preservation of stone</td>
</tr>
<tr>
<td>IS:4348 (1973)</td>
<td>Permeability determination</td>
</tr>
<tr>
<td>IS:1122 (1957)</td>
<td>Specific gravity and porosity determination.</td>
</tr>
</tbody>
</table>
IS:4121 (1967)  Water transmission rate through natural building stone


General

All the connected masonry in the structure shall be carried up neatly at one uniform level throughout but where breaks are unavoidable, the joint shall be made in good long step so as to prevent cracks developing between new and old work. All joints shall be full of mortar. The work shall be kept constantly moist on all the faces for a period of at least ten days and wetted twice a day thereafter for a month. Green work shall be protected from rain by suitable covering. The work shall also be suitably protected from damage during construction.

Scaffolding

Simple scaffolding shall be allowed for the masonry work. In this case, the inner end of the horizontal scaffolding pole shall rest in a hole provided in the header course only. Only one header for each pole shall be left out. The holes left in masonry work for supporting the scaffolding shall be filled and made good before plastering. The Contractor shall be responsible for providing & maintaining sufficiently strong scaffolding, so as to withstand all loads likely to come on it.

Mortar

Mix for mortar shall be specified in the schedule of items. For cement and sand mortar, cement and sand in required proportions shall be mixed dry in a mechanical mixer and then water added and mixed further. Minimum quantity of water shall be added to achieve working consistency. Surplus mortar dropping from masonry, if received on surface free from dirt may be mixed with fresh mortar if permitted by the Engineer who may direct additional cement to be added without any extra payment. No mortar that has stood for more than half an hour shall be used.

Random Rubble Masonry:

Stones shall be roughly chisel dressed. They shall be so arranged to break joints as much as possible, avoiding lines of joints horizontal and vertical. Quoins shall be same as for coursed rubble first sort.
All stones shall be carefully fitted with thickness of joints not exceeding 6 mm. Joints may be chisel dressed for fitting in position properly. The inside face shall conform to uncoursed rubble masonry.

50% of the face stones shall be more than 0.01 cu.mt. for wall thickness up to 500 mm and 0.015 cu.mt. in thicker walls. They shall be as far as possible of equal size on the face.

30% of backing stones and hearting shall not be less than 0.01 cu.mt. up to 500 mm thickness of walls and 0.015 cu.mt. for thicker walls.

**Brick Masonry**

Bricks shall be table molded, sound, hard, homogeneous in texture of uniform size, shape and color, must be well burnt so as to give a clear ringing sound when struck. They shall be clean, free from flaws, cracks, chips, stones or lumps of any kind, especially lime. These shall not show appreciable signs of efflorescence either dry or subsequent to soaking in water. They shall have sharp edges and angles and even surfaces and shall be sound & hard. They shall be from a source approved by the Engineer-in-Charge and quality of bricks should be such that they shall not absorb more than 20% of water by weight after immersion in water for 24 hours and shall have a crushing strength of 40 kg/cm² minimums.

All bricks shall be thoroughly soaked in water before use. They should be soaked for about twelve hours for this purpose. No broken bricks shall be used except as closures. The courses shall be laid flush in mortar and every course shall be thoroughly grouted. Joints shall be broken vertically and they shall not exceed 10 mm in thickness. The work shall not be raised more than 12 courses per day. It shall be kept constantly wetted for at least 10 days and wetted twice a day thereafter for a month. All joints shall be thoroughly flushed with mortar of mix as specified in the schedule of quantities, at every course. Care shall be taken to see that the bricks are bedded effectively and all joints completely filled to the full depth.

The joints of brickwork to be plastered shall be raked out to a depth not less than 10 mm as the work proceeds. The surface of brickwork shall be cleaned down and watered properly before the mortar sets.

Before starting the brick masonry, the concrete surface e.g. beams, columns, slabs, chajjas etc. shall be thoroughly hacked and washed to remove all mud, dirt, loose particles etc. When fresh
brick work is to be started on the old brick masonry, the surface should be thoroughly cleaned and washed to remove all loose mortar, mud, dirt etc.

The size of a brick shall be 230 x 115 x 75 mm. 230 mm & 115 mm thick walls will be built with fair face on one side only. All walls of greater thickness shall be built without exception with fair face to both sides.

The Contractor shall provide all necessary openings for doors and windows or other services and shall embed electrical fittings, fixtures and sleeves supplied by another agency, if required, at no extra cost.

The rates for brickwork shall also include the cost of the following:

1) Making good all holes, chases etc. to any depth due to conduit pipes, hold fasts, switches, plug boxes, exhaust fans openings and other openings.

2) Single Brick Masonry: Brickwork 115 mm they shall be provided with transoms & mullions when length or height of the wall exceeds 2 m. Materials and workmanship for a half brick on edges partition wall shall be specified above. The wall shall be stiffened at interval of 1 m vertically & 3 m horizontally by RCC M20. Stiffeners of size 115 mm x 115 mm thickness to the full length of wall and shall be provided with two numbers 8 mm MS Bars as center reinforcement (only the reinforcement will be paid separately under relevant items.) Measurement of brickwork shall be in square meter. The rate shall also include the cost of making good holes, chases etc. at any depth due to the conduit pipes, hold fasts, switches, plug boxes, exhaust fan openings and other openings.

3) Bad workmanship if observed will lead to the rejection of the work and the bad work will be demolished and redone to the satisfaction of the Engineer by the Contractor at his own cost.

**PLASTERING:**

**Scope**

This specification covers applying the plaster to old and new contracted concrete and masonry in the structure as per specified proportions, in line and level including making good surface, curing and as per the instruction by Engineer.
Applicable Codes

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS:383</td>
<td>Specification for Coarse and Fine Aggregates</td>
</tr>
<tr>
<td>IS:412</td>
<td>Specification for Expanded Metal Sheets for General Purpose.</td>
</tr>
<tr>
<td>IS:1542</td>
<td>Specification for Sand for Plaster</td>
</tr>
<tr>
<td>IS:1635</td>
<td>Code of Practice for field Slaking of Building lime and Preparation of Putty.</td>
</tr>
<tr>
<td>IS:1661</td>
<td>Code of Practice for the Application of Cement and Cement Lime Plaster Finishes</td>
</tr>
<tr>
<td>IS:2394</td>
<td>Code of Practice for the Application of Lime Plaster Finish</td>
</tr>
<tr>
<td>IS:2402</td>
<td>Code of Practice for External Rendered Finishes</td>
</tr>
</tbody>
</table>

General

The item refers to plastering concrete or masonry surface in cement mortar of specified proportion and specified thickness including scaffoldings, curing etc. complete as specified and directed.

Cement Plaster:

Cement

It shall conform to IS:269-1958 when the type of cement is not specified, ordinary Portland cement shall be used. The weight of ordinary Portland cement shall be taken as 1140 kg/m³ (90 lbs per cubic foot). The measurement of proportion of cement should normally be on the basis of weight and whole bags, each undisturbed and sealed 50 kg. A bag being considered equivalent to 35 liters (0.034 cu.m.) in volume. When part bag is required, cement shall be taken by weight, assuming 35 liters to be equal to 50 kg. (1 cu.ft. = 90 lbs). Care should be taken to see that each bag contains full quantity of cement.

Tests

When the tests are considered necessary, they shall be carried out as indicated in IS:269-1958. The Contractor should ensure that the cement is of sound and required quality.

Storage
Cement required for the use shall be as fresh as possible and stored on planks raised 150 mm (6") to 200 mm (8") above the floor and stacked about 300 mm (12") away from the walls in suitable closed weatherproof buildings at the work site or at the selected approved site, in such a manner as to prevent deterioration by dampness or moist atmosphere or intrusion of foreign matter. Cement shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received first used. Not more than 10 bags or max by 5'5" in height for safe handling shall be stacked vertically in one pile and maximum width of the piles should not be more than 3 m (10’–0”). Any cement, which has deteriorated, caked or which has been damaged shall not be used. Cement concerning which there is doubt shall not be used pending testing & satisfactory results. Cement that is condemned shall be immediately removed from the work site. When temporarily stored in the open for use within 48 hours, it shall be kept on platform of planks about 150 mm (6") to 200 mm (8") above ground and covered with a tarpaulin. Ordinary cement stored for more than one month from the date of receipt from the factory shall be subject to test and used only if found satisfactory. The cost of test shall be borne by the agency responsible for the storage after two months from receipt.

Different kinds of brands of cement of the same brand from different mills should be stored in different groups and should not be mixed during use except when directed in writing by the Engineer. The cement shall not be stored for unduly long periods. It should not be handled in such a way as to impair its strength or useful characteristics.

**Measurements**

When required to be measured, measurement shall be by weight with tons as the unit.

**Sand**

Sand shall conform to IS:383-1952 and equivalent portion of IS:515-1959 as directed by the Consultant.

Sand shall be crushed stone screenings or natural sand. Sand shall be clean, well graded, hard, strong, durable and gritty particles free from injurious amounts of dust, clay, kankar nodules, oft or flaky particles, shale, alkali, salts, organic
matters, loam, mica or other deleterious substances and shall be approved by the Consultant.
The maximum size of particles shall be limited to 5 mm (3/16”). Where best trap sand available in the region contains murrum or laterite particles, such particles may be allowed up to 5%. If the fine aggregate contains more than 4% of clay, dust or silt it shall be washed. If the quality of fine aggregate is doubtful, it shall be tested for clay, organic impurities and other deleterious substances as laid down in IS:383-1952. It shall not contain deleterious materials in such quantity as to reduce the strength or durability of the mortar. Sea sand shall not be used.
The sand shall not contain more than 8% of silt as determined by field test with measuring cylinder.
The fine aggregate for cement mortar for first coat of plaster should generally satisfy the following grading:

<table>
<thead>
<tr>
<th>I.S. Sieve</th>
<th>Percentage by Weight Passing Sieve</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.8 mm</td>
<td>100</td>
</tr>
<tr>
<td>2.4 mm</td>
<td>80 - 95</td>
</tr>
<tr>
<td>1.2 mm</td>
<td>70 - 90</td>
</tr>
<tr>
<td>0.6 mm</td>
<td>40 - 85</td>
</tr>
<tr>
<td>0.3 mm</td>
<td>5 - 50</td>
</tr>
<tr>
<td>0.15 mm</td>
<td>0 - 10</td>
</tr>
</tbody>
</table>

The fineness modulus shall not exceed 3.0.
The fine aggregate for cement mortar for second coat of plaster may have the following grading:

<table>
<thead>
<tr>
<th>I.S. Sieve</th>
<th>Percentage by Weight Passing Sieve</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.8 mm</td>
<td>100</td>
</tr>
<tr>
<td>2.4 mm</td>
<td>100</td>
</tr>
<tr>
<td>1.2 mm</td>
<td>75 - 100</td>
</tr>
<tr>
<td>0.6 mm</td>
<td>40 - 85</td>
</tr>
<tr>
<td>0.3 mm</td>
<td>5 - 50</td>
</tr>
<tr>
<td>0.15 mm</td>
<td>0 - 10</td>
</tr>
</tbody>
</table>

The fineness modulus shall not exceed 1.6
IS:1543-1960 shall generally apply for sand for plaster.

**Gradation**

The gradation of materials from any one source shall not vary in composition beyond the range of values that governs it, in selecting source of supply. For determining the degree of uniformity, determination of fineness modulus shall be made upon representative samples furnished by the Contractor from such source as he proposes to use. Fine aggregate from any
one source having a variation in fineness modulus of the representative samples submitted by the Contractor shall be rejected or may be accepted subject to such change in the proportion of aggregate as the Engineer may direct.

Storage
The fine aggregate should be stacked carefully on a clean hard surface so that it will not get mixed up with deleterious foreign material. Sand shall not be stacked in high conical heaps so that segregation of heavier particles by sliding down may be prevented. It shall be placed in layers not thicker than those resulting from lorry loads dumped on the same plane.

Tests
The aggregates shall satisfy the tests referred to in IS:383-1952. Samples of sand to be used for a particular item shall be got approved by the Engineer, who shall keep it in his office for reference.

Measurement
When required to be measured, measurement shall be by volume with cu.m. as the unit. No deduction shall be made for the voids.

Water
Water for mixing cement mortar shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil, acid and injurious alkali, salts, organic matter and other deleterious material, which will weaken the mortar. Water shall be obtained from sources approved by the Consultant. Sources of water shall be maintained at such a depth and water shall be withdrawn in such a manner as to exclude silts mud, grass or other foreign materials. Containers for transport, storage and handling of water shall be clean. If required by the Consultant, it shall be tested by comparison with distilled water. Comparison shall be made by means of standard cement tests for soundness, time of setting and mortar strength as specified in IS:269-1958. Any indication of unsoundness, change in time of setting by 30 minutes or more, or decrease of more than 10% in strength of mortar prepared with the water sample when compared with the results obtained with mortar prepared with distilled water shall be sufficient cause for rejection of water tested. Seawater shall not be used.
Water fit for drinking will generally be found suitable for mixing cement mortar.

Water for curing cement mortar should not be too acidic or too alkaline. It should have a PH value ranging between 4.5 to 8.5. It should be free of elements, which significantly affect the hydration reaction or otherwise interfere with the hardening of mortar surfaces.

Hard and bitter water containing more than 100 p.p.m. of sulphates shall not be used for curing purpose.

Portable water will generally be found suitable for curing cement mortar.

**Proportions**

Cement and sand shall be mixed in specified proportions, sand being measured in measuring boxes. The proportions will be by volume on the basis of 50 kg. Bag of cement being equal to 35 liters (about 0.034 cu.m.) The mortar may be hand mixed or machine mixed as directed by the Engineer.

**Preparation**

In hand mixed mortar, cement and sand in the specified proportions shall be thoroughly mixed dry on a clean impervious platform by turning over at least 3 times or more till a homogeneous mixture of uniform color is obtained. Fresh and clean water as specified above shall be added gradually & thoroughly mixed to form a stiff plastic mass of uniform color so that each particle of sand shall be completely covered with a film of wet cement.

The water cement ratio may be as under or as directed by the Engineer.

<table>
<thead>
<tr>
<th>Cement</th>
<th>Sand</th>
<th>Water-Cement Ratio</th>
<th>Quantity of water per 50 kg of cement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>0.25</td>
<td>12.5</td>
</tr>
<tr>
<td>1</td>
<td>1.5</td>
<td>0.28</td>
<td>14.0</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>0.30</td>
<td>15.0</td>
</tr>
<tr>
<td>1</td>
<td>2.5</td>
<td>0.35</td>
<td>17.5</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>0.40</td>
<td>20.0</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>0.53</td>
<td>26.5</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>0.60</td>
<td>30.0</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>0.70</td>
<td>35.0</td>
</tr>
<tr>
<td>1</td>
<td>8</td>
<td>0.90</td>
<td>45.0</td>
</tr>
</tbody>
</table>
Mixing platform shall be so arranged that no deleterious extraneous material shall get mixed with mortar nor the mixing water of the mortar shall flow out. Machine mixed mortar shall be prepared in an approved mixer. About 5% to 10% of mixing water shall be put into the mixer and sand & cement in the required proportions shall be then added. The remainder of water, quantity of which shall be predetermined by consideration of strength and consistency shall be added uniformly. Mixing will be continued until all particles of sand are uniformly coated with cement paste. Mixing for 1½ to 2 minutes will normally be sufficient. Water cement ratio shall be as per hand mixed mortar. The mortar so prepared shall be used within 30 minutes of adding water; only such quantity of mortar shall be prepared as can be used within 30 minutes. The mortar remaining unused after that period or mortar which has partially hardened or is otherwise damaged shall not be tempered or remixed. It shall be thrown away.

**Scaffolding**

Scaffolding required for facility of construction shall be provided by the Contractor at his own expense. Scaffolding shall be double or single as is warranted. Scaffolding shall be erected with steel sections or pipes, so as to be safe for all construction operations. The Contractor shall take all measures to ensure the safety of the work and working people. Any instructions by the Engineer in this respect shall also be complied with. The Contractor shall be entirely responsible for any damage to property or injury to persons resulting from ill-erected scaffolding, defective ladders and materials or otherwise arising out of his default in this respect. Proper scaffolding shall be provided to allow easy approach to every part of the work. Overhead work shall not be allowed. No log holes shall be made in the wall when scaffolding is being erected. For internal / External plaster double scaffolding with steel pipes / H frames to be used.

**Tools and Accessories**

Tools & accessories used in plasterwork may advantageously conform to IS:1630-1960. All tools shall be cleaned by scraping and washing at the end of each day’s work or after use. Metal tools shall be cleaned after each operation. All tools shall be
examined to see that they are thoroughly cleaned before plastering is begun.

**Program of work in relation to plastering**

All general precautions as specified in IS:1661-1960, Clause 9, shall be done in IS:1661-1960, Clause 13. Care shall be taken to see that other parts of the work or adjacent works are not damaged while plastering.

**Preparatory Work**

All joints in the face work that is to be plastered shall be raked out to a depth equal to not less than the width of the joints or as directed by the Engineer. The raking shall be done taking care not to allow any chipping of masonry. In new work the raking out shall be done when the mortar in the joints is green. Smooth surfaces of concrete must be suitably roughened to provide necessary bond for the plaster. All dirt, soot, oil, paint or any other material that might interfere with satisfactory bond shall be removed. The surface to be plastered shall be cleaned and scrubbed with fresh water and kept wet for 6 hours prior to plastering. Level pads, rough grounds for windows to be fixed before plastering. It shall not be commenced unless the preparatory work is passed in writing by the Engineer.

**Gauges**

Patches of plaster 150 mm x 150 mm (6” x 6”) shall be put on about 3 m (10’ –0”) apart as gauges to ensure even plastering in one plane.

**Plastering**

In all plaster work, the mortar shall be firmly applied with somewhat more than the required thickness and well pressed into the joints and on the surface and rubbed and leveled with a flat wooden rule to give required thickness. Long straight edges shall be freely used to ensure a perfectly plane even surface. All corners must be finished to their true angles or rounded as directed by the Engineer. The surface shall be finished to plane or curved surfaces as shown on the drawings or as directed by the Engineer and shall present a neat appearance. The mortar shall adhere to the masonry surface intimately when set and there should be no hollow sound when struck. Plaster shall be done from top downwards.
At all the joints of concrete and brickwork or at the junction of different construction materials, 150 mm wide chicken wire mesh of 26 G thickness & 15 mm mesh size shall be used fixed after the first coat of plaster. The wire mesh will then be covered by the final coat of plaster.

**Finishing**
In any continuous face of a wall, finishing treatment of any type should be carried out continuously and day to day breaks made to coincide with architectural breaks in order to avoid unsightly junctions.

**Moldings, Grooves, Bands etc.**
These shall be worked true to template and drawn neat, clean and level. All exposed angles and junctions with doorframes etc. shall be carefully finished.

**Watering and Curing**
All plasterwork shall be kept damp continuously for a period of 14 days. To prevent excessive evaporation on the sunny or windward side of the buildings in hot, dry weather, matting or gunny bags may be hung over on the outside of the plaster in the beginning and kept moist. The fog curing of internal / external shall start within 90 minutes of completion of plastering to avoid hair cracks on plastered surface.
Should the Contractor fail to water the work to the satisfaction of the Engineer, the latter engage requisite labor, materials and equipment to water the work properly at the Cost of the Contractor.

**Bad Work**
Should the mortar of the plaster perish through neglect of watering or for any other default and if the work is not done as specified, the plaster shall be removed and redone at the Contractor’s expense. It is most essential that the Contractor shall properly plan out his overall construction and finishing program in such a way as to ensure that all such plastered and form finished surfaces are completed and handed over by him free from any defects – especially from any of the following aesthetic defects: -
Smudges and stains as result of spilling of cement mortar, plaster or any other material on to the finished surfaces.
Rectification patches, which may be the result of plastered or form finished surfaces having been accidentally damaged or broken, or because of such surfaces having had to be chased or opened out after final finishing. Even minor chipping, scratching or other forms of accidental damage to the finished surfaces, as a result of negligence or carelessness on the part of the site organization during construction.

**Item to include**

- Erecting, dismantling and removing the scaffolding.
- Preparing the surface to receive plaster.
- Providing cement plaster of the specified average thickness with specified number of coats.
- Any moldings, grooves, bands etc. if shown on the drawings or as specified unless separately provided in the tender.
- All labor, materials, use of tools and equipment to complete the plastering as per specifications.
- Curing

**Mode of Measurement**

The contract rate shall be per sq. mt. of plastering of specified thickness. All work shall be measured net in sq. mt. Dimensions shall be measured and quantity worked out correct upto two places of decimals in meter and sq. mt. respectively. If the average thickness of plaster provided by the Contractor is more than what is specified, on any account no extra payment will be made. For jambs, soffit, sills etc. for openings not exceeding 0.46 sq. mt. (5.0 sq. Ft.) each in area ends of joists, beams, posts, girders and opening not exceeding 0.046 sq. mt. (0.5 sq. Ft.) each and opening not exceeding 2.8 sq. mt. (30.0 sq. Ft.) each, deductions and additions shall be made in the following manner:

No deductions shall be made for ends of joists, beams, posts etc. not exceeding 0.46 sq. mt. (5 sq. Ft.) and for openings not exceeding 0.46 sq. mt. (5 sq. Ft.) each and no addition shall be made for reveals, jambs, soffit, sills etc. of these openings nor for finishing the plaster around ends of joists, beams, posts etc. Deductions of openings exceeding 0.46 sq. mt. (5.0 sq. Ft.) but not exceeding 3 sq. mt. (32.0 sq. Ft.) each shall be made as follows and no addition shall be made for reveals jambs, soffits, sills etc. of these openings.
• When only one face is plastered no deductions shall be made.
• When both faces of the wall are plastered with the same plaster deduction shall be made for one face only.
• When two faces of a wall are plastered with deft plaster deductions shall be made from the plaster on the side of frames for doors, windows etc. on which the width of reveal is less that that of the other side.

In case of opening of area above 3 sq. mt. (32.0 sq. Ft.) deductions shall be made for the actual openings but jambs, soffits and sills shall be measured and paid. Ceiling with projections beams, shall be measured over beams i.e. the plastered faces of beams shall be measured and added to the plastering of ceilings.

Oil Emulsion (Oil Bound) Washable Distempering

Materials

Oil emulsion (Oil Bound) washable distemper (IS 428) of approved brand and manufacture shall be used. The primer where used as on new work shall be cement primer or distemper primer as described in the item. These shall be of the same manufacture as distemper. The distemper shall be diluted with water or any other prescribed thinner in a manner recommended by the manufacturer. Only sufficient quantity of distemper required for day’s work shall be prepared.

The distemper and primer shall be brought by the contractor in sealed tins in sufficient quantities at a time to suffice for a fortnight’s work, and the same shall be kept in the joint custody of the contractor and CPWP SPECIFICATIONS 2009-554 the Engineer-in-Charge. The empty tins shall not be removed from the site of work, till this item of work has been completed and passed by the Engineer-in-Charge.

Providing and applying two or more coats of plastic emulsion paint of matt finish: 50-60 micron each coat of approved brand, manufacturer and shade to give a smooth finish on new concrete surfaces over a coat of approved primer including the cost of preparing the surfaces with approved filling materials, along with sand papering wherever required, scaffolding etc. complete.

Preparation of the Surface
For new work the surface shall be thoroughly cleaned of dust, old white or color wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of peris mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry.

In the case of old work, all loose pieces and scales shall be removed by sand papering. The surface shall be cleaned of all grease, dirt etc. Pitting in plaster shall be made good with plaster of peris mixed with the color to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. A coat of the distemper shall be applied over the patches. The patched surface shall be allowed to dry thoroughly before the regular coat of distemper is applied.

**Application**

**Priming Coat:**

The priming coat shall be with distemper primer or cement primer, as required in the description of the item. The application of the distemper primer shall be as described in 13.18.4.

Note: If the wall surface plaster has not dried completely, cement primer shall be applied before distempering the walls. But if distempering is done after the wall surface is dried completely, distemper primer shall be applied.

Oil bound distemper is not recommended to be applied, within six months of the completion of wall plaster. However, newly plastered surfaces if required to be distempered before a period of six months shall be given a coat of alkali resistant priming Paint conforming to IS 109 and allowed to dry for at least 48 hours before distempering is commenced.

For old work no primer coat is necessary.

**Distemper Coat:**

For new work, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper, taking care not to rub out the priming coat.

All loose particles shall be dusted off after rubbing. One coat of distemper properly diluted with thinner (water or other liquid as stipulated by the manufacturer) shall be applied with brushes in horizontal strokes followed immediately by vertical ones which together constitutes one coat.
The subsequent coats shall be applied in the same way. Two or more coats of distemper as are found necessary shall be applied over the primer coat to obtain an even shade.
A time interval of at least 24 hours shall be allowed between successive coats to permit proper drying of the preceding coat. For old work the distemper shall be applied over the prepared surface in the same manner as in new work. One or more coats of distemper as are found necessary shall be applied to obtain an even and uniform shade.
15 cm double bristled distemper brushes shall be used. After each day's work, brushes shall be thoroughly washed in hot water with soap solution and hung down to dry. Old brushes which are dirty and caked with distemper shall not be used on the work.

**Exterior Painting on Wall**

**Material**

The paint shall be (Textured exterior paint/Acrylic smooth exterior paint/premium acrylic smooth exterior paint) of approved brand and manufacture.
This paint shall be brought to the site of work by the contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a for night's work. The materials shall be kept in the joint custody of the contractor and the Engineer-in-Charge. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

**Preparation of Surface**

For new work, the surface shall be thoroughly cleaned off all mortar dropping, dirt dust, algae, fungus or moth, grease and other foreign matter of brushing and washing, pitting in plaster shall make good, surface imperfections such as cracks, holes etc. should be repaired using white cement. The prepared surface shall have received the approval of the Engineer in charge after inspection before painting is commenced.

**Application**

Base coat of water proofing cement paint.

1. All specifications in respect of base coat of water proofing cement paint shall be as described under above similar clauses.
2. Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its container, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform. Dilution ratio of paint with potable water can be altered taking into consideration the nature of surface climate and as per recommended dilution given by manufacturer. In all cases, the manufacturer’s instructions & directions of the Engineer-in-charge shall be followed meticulously.

The lids of paint drums shall be kept tightly closed when not in use as by exposure to atmosphere the paint may thicken and also be kept safe from dust.

1. Paint shall be applied with a brush on the cleaned and smooth surface. Horizontal strokes shall be given, First and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks.

2. All specifications in respect of base coat of waterproofing cement paint shall be as described under above similar clauses.

Painting

CARPENTRY, JOINERY, DOORS:

Scope

The work in general shall consist of supplying and/or erecting and installing of all doors, windows, ventilators, louvers, rolling shutters, glazed partitions, etc. as shown on drawings with all materials complete including supply and fixing of glass and glazing.

The scope shall also include the assembly and erection of all doors, windows, louvers, glazed partitions, etc. Supplying and/or fixing of all door and window accessories and hardware are also included in the scope.

Applicable Codes and Specifications

The following codes, standards and specifications are made a part of this specification. All standards, specifications, codes of practices referred to herein shall be the latest edition including all applicable official amendments and revisions.

In case of discrepancy between this specification and those referred to herein, this specification shall govern.
Section – V: Procuring Entity Requirement
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

| IS: 4021 | Timber door, window and ventilator frames. |
| IS: 2202 | Wooden flush door shutters (Solid core Type) Part – I. |
| IS: 1003 | Timber paneled and glazed shutters. (Parts I & II) |
| IS: 4020 | Methods of tests for wooden flush doors: Type tests. |
| IS: 1761 | Transparent sheet glass for glazing and framing purposes. |
| IS: 4351 | Steel door frames. |
| IS: 1038 | Steel doors, windows and ventilators. |
| IS: 1361 | Steel windows for industrial buildings. |
| IS: 1081 | Code of practice for fixing and glazing of metal (Steel and Aluminum) doors, windows and ventilators. |
| IS: 5807 | Method of test for clear finishes for wooden furniture (Part I to III) |
| IS: 1477 | Code of practice for painting of ferrous metals in buildings and allied Finishes (Part I & II) |
| IS: 1948 | Aluminum doors windows and ventilators |
| IS: 1949 | Aluminum windows for industrial buildings. |

**Wood works:**
Timber used for joinery shall be of good approved quality or Teak wood unless otherwise specified (Ref.IS:4021) and shall be well seasoned (IS:1141) cut square, of natural growth, uniform in texture, straight grained, free from excess wane, from sapwood dead knot or other defects and blemishes (Ref.IS:3364).
All timber for carpentry, joinery, rough frame work, backings, grounds, fixing strips and the like shall be treated with an approved wood preservative (Ref.IS:401) and the Contractor shall strictly observe the manufacturer's instructions for using this material. The maximum permissible moisture content in timber shall be in accordance with IS: 287-latest.
All workmanship shall be of the best quality (IS: 6534) Scantlings and boarding’s shall be accurately sawn and shall be of uniform width and thickness throughout. All carpenter's work shall be left with a sawn surface except where otherwise specified. Work shall be framed together and securely fixed in the best possible manner and with properly made joints. All brads, nails, screws, plugs, pin, etc. to be provided as necessary and as directed and approved.
Timber of approved quality is to be purchased at the commencement of the contract for further seasoning on the site. The preparation of timber is to commence simultaneously with the beginning of the work generally and to proceed continuously until all the wood work is prepared and stacked on or near the site. All the timber of large scantlings is to be sawn immediately on arrival at site to allow for any shrinkage that may take place. All timber brought to site shall be given anti-termite treatment.

Joints in various members forming any timber frame shall be provided only as shown in the drawings or as directed by the Engineer. Two millimeters will be allowed for each wrought face of the sizes specified except when described as finished in which case they shall hold to the full dimensions specified.

All work is to be properly tenoned, shouldered, wedged, pinned, braded, etc. to the satisfaction of the Engineer and all properly glued with best quality glue. All joinery shall be finished off in a proper manner, planed and sandpapered as required (IS: 2338).

Any joiner’s work which shall be split, fracture, shrink, or show flaws or other defects due to unsoundness, inadequate seasoning or bad workmanship, shall be removed and replaced with sound material at the Contractor’s expense.

Use of nails shall not be permitted. Fixing of members shall be done by using screws or round brads, heads of which shall be properly punched in ends of timbers built into walls shall have air space lest between themselves and the walls.

All exposed faces of woodwork shall be sandpapered once before erection for approval of the Engineer. No color or other preservatives shall be applied without prior approval of the Engineer.

Doors, windows and ventilator frames, transoms and mullions shall be rebated. All dimensions shall be as per drawings. The top framing member of doors and top and bottom framing of windows and ventilators shall project about 150 mm in brickwork. The verticals of door frames shall project about 50 mm below finished floor.

Frames for doors and windows will be provided with Mild Steel holdfasts made of 40 mm x 3 mm thick flats 200 mm long and fixed into jambs M-15/10 P.C.C. 1200 mm high frames with 6 Nos and frames above 2000 mm with 8 Nos holdfasts. Each holdfast will be fixed to the frame with 3 Nos 50 mm GI screws.

The doors shall be paneled or solid flush doors as described in the item of work. All flush doors shall be supplied with approved fittings such as hinges, mortice lock of approved make with handles on
sides, oxidized brass tower bolts and latch arrangements, door stops etc. and as shown in drawings but exclusive of door closer. Door closers, where separately specified shall be of heavy-duty hydraulic type to be approved by Engineer/Architect.

Doors shall generally have no sills but if a few have to be provided; the CONTRACTOR shall do so at no extra cost to the OWNER.

For fixing timber frames to concrete, raw plugs and screws of 16 gauges shall be used wherever specified. Rawle plugs and screws of gauge 16 shall also be used for fixing raw rough grounds, framing, hangers, hat hooks, curtain rails etc. Unless otherwise specified, screws used for the work shall be galvanized.

All timber surfaces coming into contact with masonry or concrete shall be given two coats of wood preservative or so lignum approved by the Engineer.

Paneled and glazed shutters, styles and rails shall be as shown in the drawing, molded and mortised together (Ref IS: 1003). The shutters shall be square and free from twist. All glazing is to be of sheet glass of selected quality and approved by the Engineer/Architect.

It shall be clear and free from defects. It shall be cut to the required size and fixed to frame either with spring clips, with approved quality, or with teakwood beading as per details.

The Engineer may order any timber frame to be put together on the ground and submitted to suitable tests to his satisfaction before being placed in position. The cost of any such test shall be borne by the Contractor.

All surfaces of timber resting on or bedded in masonry or concrete shall be well coated with coal tar.

All fixing holes shall be pelleted and concealed from view. 35 mm thick flush type block board (IS:2202) shall be manufactured from selected timber well-seasoned and shall be of solid particle board core construction with 25 mm thick teak wood lipping all around the edge. The stiles and rails shall be of one piece or alternatively, two or more pieces glued together. The thickness of the cross band shall not be less than 3mm and the thickness of the facing shall be of best quality commercial ply thickness not less than 1.5mm. Where veneer finish, or Formica finishes or any other type is specified they shall be glued separately. All the plywood shall be glued under pressure. Glue used shall be phenol formaldehyde resins.

**Flush door shutter with paint finish**
Providing and fixing ISI marked flush door shutters conforming to IS:2202 (Part I) nondecorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. Flush door panel shall be 35 mm thick, with 25 mm thick teak wood lipping on all edges, including fixing with stainless steel butt hinges, screws and painting in approved color. Size and design of doors to be as per detailed door drawings. Painting shall include applying approved wood primer and 2 or more coats of paint of approved make and color.

**Fixtures:**
All doors and windows shall be provided with best quality fixtures as specified in the drawing. Samples of all fittings shall be submitted for approval by the Engineer. Unless otherwise specified, hinges, tower bolts, AL drops, handles, baby latches, etc. shall be of best quality of specified size. Mortise lock, hydraulic closer and other fixtures shall be of approved make.

**Painting:**
Painting shall be carried out only after the joinery has been inspected and approved by the Engineer. The surface preparation and applying of primer coats of paint and final coats of paint shall be carried out as per specifications for painting. Unless otherwise specified a minimum of 2 coats of primer paint and 3 coats of final paint to be applied. Where polishing or varnishing is specified, the surface to be varnished or polished shall be protected from contamination such as inadvertent painting and surface damage. The polishing or varnishing shall be according to the specifications for varnishing or polishing under the section Painting. The contractor shall submit samples of each type of hardware to the Engineer. The approved samples shall be retained by the Engineer for comparison of bulk supply. The samples shall be returned to the Contractor towards the end for incorporation in the job. The frames shall be erected in accordance with manufacturer’s instructions. The frame shall be aligned and kept plumb by suitable supporting arrangement. As the masonry is being constructed the holdfasts are embedded in concrete mix 15/10. Where required for fixing with concrete member, raw plug and GI screws shall be used. The joints between the steel frame and masonry work, after being finished with plaster shall be finished with approved bitumen mastic.
Glass panes, unless otherwise specified shall be of 6mm thickness and shall be free from flaws, specks and bubbles. It shall have properly squared corners and straight edges, and shall be fixed to frame with glazing pins and approved putty.

**PVC DOOR & uPVC WINDOW MOLDED PVC DOOR (WOOD FREE)**

**Description:** This item shall govern the provision of fabrication, supply and installation of 30 mm thick factory-made molded PVC door (Wood free) as per drawing approved by Engineer-in-charge.  

**General Requirement:** The 30 mm thick factory-made molded PVC door (Wood free) shall be fabricated in accordance with design requirement and detailed as per drawing, in conformity with the requirements of this specification.  

**Feature:** Feature of molded PVC door are as follows:

1. 100% Water Proof
2. Dimensionally stable
3. Acid/Alkali Resistant
4. 100% Termite Proof
5. Maintenance Free
6. Flame Retardant

**Fabrication description:**

30 mm thick factory-made molded PVC door (Wood free) consisting of frame made out of M.S. tubes of 19-gauge thickness and size of 20 mm x 40 mm for stiles as well as top, bottom & lock rail. M.S. frame shall have a coat of metal primer of approved make & manufacturer. The inside panel shall consist of 20 mm thick multi-chamber hollow PVC section of 1mm wall thickness, bonded using solvent cement / cyanoacrylate adhesive with 5 mm (+0.25) thick molded PVC sheet of density 600 kg/cbm with 2, 4, 6 raised panel design in plain / prelim colors after routing the molded design on one side of the inside panel. 5 mm (+0.25) plain / prelim PVC sheet to be pasted using solvent cement / cyanoacrylate adhesive on other side of the hollow PVC section.

All the four edge of the panel to be sealed with lipping of 10 mm thick & 20 mm wide PVC sheet baton made by sticking 2 nos. foam PVC sheets of 5 mm (+0.25) thickness using PVC solvent cement adhesive. Door edge lipping to be painted with PVC ink of matching color of Plain/Prelim molded PVC sheet of door 20 mm thick (5 mm x 4 nos.) thick PVC sheet to be given for lock provision at lock height. Door to be fixed with frame with 3 nos. stainless steel butt hinges of size 100 mm x 25 mm x 2mm and 50 mm long steel screws drilled
suitable to pass through both the walls of the M.S. tube other
hardware should be fixed with 25 mm x 8 mm size steel screws etc.,
complete as per manufacturer’s specification and drawing or
direction of Engineer-in-charge. Finish: All the surface of molded
PVC door (Wood free) should be uniform smooth finish and free from
crack and seam. Passing joints shall be finished ensuring that no
gaps are visible.

**Tolerance:** All Dimensions (except thickness of profile sections)
shall be as per drawing ±0.25mm.

**Test:** Molded PVC door shall be subjected to the following test:
- Edge Loading Test as per IS 4020 Part 7
- Slamming test as per IS 4020 Part 10
- Shocking resistant test for soft body and heavy body as per IS 4020
  Part 8

**Measurement:** The unit of measurement shall be in square meter.

**General Steel Door:**
Fixing 50 mm thick steel door shutter with double skinned with 0.8
mm (22 gauge) galvanized steel sheets (bending radius 1.2) mm
spangle free of size to fit the above frame, stressed-skin design, (no
visible joint on faces), lock seam joint (without any visible weld joints
on the vertical edges also) and flush top with inverted channel; and
with paper honey-comb infill bonded to the skin with PU/Co-polymer
resins, pre-punched /pre-drilled to receive ironmongery as per the
manufacturer specification. Suitable reinforcement is to be provided
in the door shutter to receive the hardware and hardware to be fixed
on the door including vision panel fasteners. The doors with double
shutters are to be provided with astragals on both sides & astragals
to be fitted to the door without any fasteners. The shutter to be fixed
with SS hinges 304 grades (size 100x75x3mm). The door frame
(section size 143x57) will be made from 1.6mm thick GI steel /GP
steel pressed to double rebate profile for better structural strength.
Frames are to be fixed with fasteners.

1. **GI – Sheet**
   GI-Sheets 1.6mm /120 gsm of Zinc Coating plus 40 micron of
   Primer / 40 micron of finish paints or powder coating upto 80
   Micron, having 3 mm thick base plate and duly reinforced; pre-
   machined for receiving latch/lock; with recessed pre-drilled 3
   mm hinge plates, Ready- to-receive specified
   hardware/ironmongery, to be supplied in CKD condition & to be
   jointed at site Butt & bolted as per kitty design.

2. **Handling and Storage of Fabricated Materials**
All doors, windows, etc. shall be packed and crated properly before dispatch, to ensure that there shall be no damage to the fabricated materials. Loading into wagons and trucks shall be done with all care to ensure safe delivery of materials at site in undamaged condition.

While taking delivery of items supplied by Owner, the Contractor shall satisfy himself that the items supplied are upto the specified standard. Any defect detected shall promptly be brought to the notice of the Engineer.

All doors, windows etc. shall be stored under cover in a way to prevent damage or distortion. Special care shall be taken to prevent staining of aluminum products by rust, mortar etc.

3. Assembly & Erection at Site

In general, the fixing of steel doors, windows, ventilators, louvers, etc. shall conform to IS: 1081 and as shown on drawings. The contractor shall assemble and install all steel doors. Sashes, fixed metal louvers etc. including transoms and mullions for composite units in respective places as shown on drawings, keeping proper lines and levels, and in approved workmanship manner, to give trouble free and leak-proof installations. The installation shall be done according to the instructions of the manufacturer, and/or as approved by the Engineer. If required by the Engineer, the installation shall be carried out under the supervision of the manufacturer’s representative. The contractor shall take every precaution against damage of the components during installation. Necessary holes, chases, etc. required for fixing shall be made by the Contractor and made good again as per original, after installation, without any extra charge. After installation of steel doors all abrasions to shop-coat of paint shall be retouched and made good with the same quality of paint used in shop coat.

All coupling mullions, transoms, frame, etc. in contact with adjacent steel and other members, shall be well bedded in mastic. The Contractor shall bring to the site the mastic cement in original sealed containers of manufacturer and shall apply it as per the instructions. For all frames supplied by either the Owner or the contractor, mastic shall be supplied by the Contractor and caulkking done properly as per drawings, Specifications and as per instructions of the Engineer. Door shutters partition hardware fixtures etc. shall be fixed only after major equipment has been installed in rooms. Wherever
required, nylon cords of approved quality shall be supplied along with pivoted sashes and shall be of adequate length to terminate one meter from the floor. Loose ends of cards shall end in metal or plastic pull as approved by the Engineer.

4. **Acceptance Criteria**
   - **For Fabricated Items**
     Overall dimensions shall be within +/- 1.5mm of the size shown on drawings.
     Mullions, transoms etc. shall be in one length and permissible deviations from straightness shall be limited to +/- 1.5 mm from the axis of the member.
     Door and window shutters shall open without jamming. The clearance at heat and jamb for door shutters shall not exceed 1.5 mm. For double leaf doors, the gap at the meeting stiles shall not be more than 1.5 mm.
     Door leaves shall be undercut where shown on drawings.
     Doors, windows, frames etc. shall be on a true plane, free from warp or buckle.
     All welds shall be dressed flush on exposed and contact surfaces.
     Correctness of location and smoothness of operation of all shop installed hardware and fixtures.
     Provision for hardware and fixtures to be installed at site.
     Glazing beads shall be cut with mitered corners.
     Glazing clips, fixing devices etc. shall be supplied in adequate numbers.
     Shop coats shall be properly applied.
     Exposed aluminum surface shall be free from scratches, stains and discolouration;
     Anodized surfaces shall present a uniform and pleasing look.

   - **For Installed Items**
     Installations shall be at correct location, elevation an in general on a true vertical plane.
     Fixing details shall be strictly as shown on drawings.
     Assembly of composite units shall be strictly as per drawings, with mastic caulking at transoms and mullions, gaskets, weather strips etc. complete.
     All frames on external walls shall be sealed with polycopid or mastic caulked to prevent leakage through joint between frames and masonry.
All openable sections shall operate smoothly without jamming. Locks, fasteners etc. shall be unique (one to one) positively. Keys shall be noninterchangeable.
Cutting to concrete or masonry shall be made good and all abrasions to shop paint shall be touched up with paint of same quality as shop paint.
Aluminum doors, windows etc. shall be free from scratches, stain or discoloration.
Hinges, Tower bolts, locks.
Hardware shall include handle pull / push indicator plates etc., as specified.

- **Information to Be Submitted with Tender**
  - Names of manufacturers for doors, windows etc.
  - Manufacturer’s catalogue for all hardware and fixture proposed to be used.

a) **After Award**
  - Before starting fabrication of all metal doors, windows etc. the Contractor shall submit detailed fabrication drawings to the Engineer for approval. The fabrication shall be started only after approval of drawings.
  - Before bulk supply, he shall submit for the approval of the Engineer, samples of all bought out items and samples of each type of fabricated item. The samples shall be retained by the Engineer for comparison of bulk supply and returned to the Contractor towards the end for the final incorporation in the job.

5. **Rates**
   - Shall be unit rates for items described in schedule.

6. **Mode of Payment and Measurement:**
   - The rate quoted shall include the cost of supplying, fabricating and fixing in position frames, putty, glass panes, all necessary fixtures, applying paints as specified, embedding hold fasts in concrete or fixing to concrete members raw plugs and GI screws etc. complete and shall be paid on square meter basis.
   - For doors, the width shall be the overall width prior to plastering and the height shall be from finished floor to the top of top frame measured prior to plastering.
   - The work includes preparation of shop drawings as per manufacturer’s specifications and architectural drawings complete etc. which shall be approved by Engineer-in-charge.

**Appendix-A**
Mechanical Properties and Chemical Composition of Steel
Table 5.10.3.4. (a)
Chemical Composition

<table>
<thead>
<tr>
<th>Grade Designation</th>
<th>Quality</th>
<th>Ladle analysis, Percent, Max</th>
<th>Carbon Equivalent (CE), Max</th>
<th>Method of Deoxidation</th>
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<td></td>
<td>1</td>
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<td>4</td>
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</tr>
</tbody>
</table>

Notes:

- Carbon equivalent (CE) based on ladle analysis = Mn + (Cr+Mo+V) + (Ni + Cu) (C+6) 5 15
- When the steel is killed by aluminium alone, the total aluminium content shall not be less than 0.02 per cent. When the steel is killed by silicon alone, the silicon content shall not be less than 0.10 per cent. When the steel is silicon-
aluminium killed, the silicon content shall not be less than 0.30 per cent and total aluminium content shall not be less than 0.01 per cent.

- Microalloying element like Nb, V, Ti and B shall be added singly or in combination. Total microalloying element shall not be more than 0.25.
- New grades designation system based on yield stress has been adopted, simultaneously old designations have also been given in parentheses.
- Steel of qualities A, B and C are generally suitable for welding processes. The weldability increases from quality A to C.
- Copper may be present between 0.20 to 0.35 per cent as mutually agreed to between the purchaser and the manufacturer. The copper bearing quality shall be designated with a suffix Cu, for example, E 250 Cu. In case of product analysis, the copper content shall be between 0.17 and 0.38 per cent. 1 “To be supplied subject to the agreement between the purchaser and the manufacturer”.
- Nitrogen content of steel shall not exceed 0.012 per cent which shall be ensured by the manufacturer by occasional check analysis. For micro alloyed steel this is to be reduced to 0.009 per cent.
- The steel, if required may be treated with rare earth element for better formability.
- Lower limits for carbon equivalent and closer limits for other elements may be mutually agreed to between the purchaser and the manufacturer.
- Incidental element-Elements not quoted in Table 1 shall not be intentionally added to steel without the agreement of the purchaser, other than for the purpose of finishing the heat. All reasonable precautions shall be taken to prevent the addition from scrap or other materials used in manufacture of such elements which affect the hardenability, mechanical properties and applicability.

**Table 5.10.3.4 (b).**

**Mechanical Properties**
<table>
<thead>
<tr>
<th>Grade Designation</th>
<th>Quantity</th>
<th>Tensile strength Min. Mpa</th>
<th>Yield stress, ReH Min. Mpa</th>
<th>Percent age Elongation at Gauge length Lo 5.65 √SO Min.</th>
<th>Internal Bend Diameter Min.</th>
<th>Charpy V notch Impact Energy Min. J</th>
</tr>
</thead>
<tbody>
<tr>
<td>E 165 (Fe 290)</td>
<td>-</td>
<td>290</td>
<td>165</td>
<td>-</td>
<td>23</td>
<td>2t</td>
</tr>
<tr>
<td>E 165 (Fe 290)</td>
<td>A</td>
<td>410</td>
<td>250</td>
<td>240</td>
<td>23</td>
<td>2t</td>
</tr>
<tr>
<td>E 165 (Fe 290)</td>
<td>B</td>
<td>410</td>
<td>250</td>
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<tr>
<td>E 165 (Fe 290)</td>
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<td>E 165 (Fe 290)</td>
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<td>290</td>
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<tr>
<td>E 165 (Fe 290)</td>
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<td>2t</td>
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<td>E 165 (Fe 290)</td>
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<td>540</td>
<td>410</td>
<td>390</td>
<td>20</td>
<td>2t</td>
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<tr>
<td>E 165 (Fe 290)</td>
<td>D</td>
<td>570</td>
<td>450</td>
<td>430</td>
<td>20</td>
<td>2t</td>
</tr>
<tr>
<td>E 165 (Fe 290)</td>
<td>E</td>
<td>590</td>
<td>450</td>
<td>430</td>
<td>20</td>
<td>2t</td>
</tr>
</tbody>
</table>

A. 1 MPa= 1MN/m² = 0.102 kgf/mm²= 144.4 psi
B. Temperature of Charpy impact values will be subject to mutual agreement.
C. The more stringent requirements than those given above may be as agreed to between the purchaser and the manufacturer.

**Hollow Metal GI Fire Rated Door:**

A. Materials
GI Fire rated door shall be as per IS 3614 part-1 & part-2 for stability and integrity vide test report no. FR/0490 Dt: 03-10-2011. Pressed Galvanized steel confirming to IS 277 are of the following specification.

B. Construction
Recommended fire door shall have doors tested at CBRI for maximum rating of 2hrs tested with vision panel of minimum 0.1 Sqmtr per shutter as requirement & application. Individual Test certificates should also be available for glass used in vision lies confirming the required fire ratings /panels being a part of the fire door assembly. Doors should be finished in Thermosetting Powder Coating desired RAL Shades. Manufacturer test certificate shall cover doors both single & double leaf doors and Hardware should pass European certificate “CE” of conformity / UL with required fire ratings. Any deviation in specification and sheet thickness other than what is mentioned in the test certificates are not allowed. Proper label confirming the type of door and the hourly rating is mandatory. Approved manufacturer Navair International Ltd or equivalent subject to architect’s approval. And should be ISO Certified Company.

Door frame shall be double rebate profile of minimum size 155mm X 80mm made out of 1.60mm (16gauge) minimum thick galvanized steel sheet. NDRF 155x80 Frames shall be Butt jointed and field assembled with self-bolted. The frames should be finished with Thermosetting Powder Coating in desired RAL Shade. All provision should be mortised, drilled and tapped for receiving appropriate hardware. Frames should be provided with back plate bracket and anchor fasteners for installation on a finished plastered masonry wall opening.

Detailing shall be as per architectural drawing & as per the direction of Engineer In charge including preparation of shop drawing & getting it approved from architect. Door leaf shall be minimum 50mm thick fully flush double skin door with or without vision lite. Door leaf shall be manufactured from 1.25mm (18guage) minimum thick galvanized steel sheet. The internal construction of the door should be rigid reinforcement pads for receiving appropriate hardware. The infill material shall be Rockwool treated with Viper FRS 881 LH. All doors NSD 12049 shall be factory prepped for receiving appropriate hardware and provided with necessary reinforcement for hinges, locks, and door closers. The edges should be interlocked with a bending radius of 1.4mm. For pair of doors astragals has to be
provided on the meeting stile for both active and inactive leaf. Vision lite wherever applicable should be provided as per manufacturers recommendation with a beeding and screws from inside. However, the glass should be 5mm thick clear glass of 120 min fire rated.

C. Finishing
The surface of door frame shall be thoroughly cleaned, free of rust, mill-scale dirt oil etc. either by mechanical means, for example sand or shot blasting or by chemical means such as picking.

D. Fixing
Frames shall be fixed up right in plumb and plane. To avoid sag or bow in width during fixing or during construction phase, temporary struts across the width preventing sides bulging inwards may be provided. Wall shall be built solid on each side and grouted at each course to ensure solid contact with frame leaving no voids behind the frame.

E. Rate
The rate shall include the cost of labour and material involved in all the operation described above including one coat of approved steel primer but excluding two coats of paint.

WATERPROOFING
Terrace Waterproofing Insulation Using EPS Boards
A. Scope
This specification covers the insulation and waterproofing system for terrace slab.

B. General
- Quality assurance: All products in the system shall meet the key performance properties listed in Section A against each and shall be sourced from a manufacturer with a certified QA system such as, ISO 9001 or an established and proven QA system that has ensured consistent products.
- Approved sources: All products in the specified system shall be sourced from a single manufacturer, from amongst the list of approved products and sources foreach in Section B.
- Installation: All the products/systems specified in this document shall be installed by a Specialist Applicator approved by the manufacturer strictly in accordance to the written application guide by the manufacturer.
• Multiple sources and compatibility: Should the Specialist Applicator or the Contractor want products from different sources, they shall submit proof of compatibility between the products of different sources.

• Alternate equivalents: Should the Specialist Applicator or Contractor prefer to use alternative equivalent product(s) to the approved list in Section B, it can only be after obtaining a written approval by the Specifier for use of the preferred alternative; such approvals can only be issued by the Specifier after establishing conformity to the specified key performance properties.

• Substrate preparation: Before starting to install the specified waterproofing system, the substrate shall jointly be inspected by the Contractor and the Specialist Applicator for soundness; any defects shall first be repaired utilizing products and systems compatible with the specified waterproofing system.

C. The Waterproofing System
The specified waterproofing system is meant for the watertightness of terrace slab covering the horizontal & the vertical surface and different parts; each generic product specified shall meet the key performance properties in Section A. Schematic diagram of the waterproofing system is attached as appendix.

Waterproofing system for Terrace slab with built-up over it: Providing and applying a Liquid, cold-applied elastomeric waterproofing membrane system strictly to the written application guidelines of the manufacturer. The elastomeric, seamless waterproof membrane shall exhibit the key performance properties as specified below. Applied in 2 coats to a DFT of 1.5mm thick.

D. The Insulation System
The specified insulation system is meant for over deck insulation of the roof would be done using expanded polystyrene boards. The boards shall have Tongue & Groove Locking arrangement for thermal bridging. Insulation shall be done by a built-up which would consist of 2 boards of 50 mm average thickness.
Screeed Laid to slope shall be of 75mm average thickness, shall be of M20 grade with wire mesh @ 75mm x 75mm.

Integral Cement Based Treatment for Water Proofing on Horizontal

E. Preparation of Surface
The Water Proofing Treatment over the lean concrete/levelling course surface should adhere to the surface firmly, the surface of
levelling course should be roughened properly when the concrete is still green. In case the surface is not made rough before the concrete is set, the work of water proofing should not be executed till proper key is provided for the base layer of Cement Mortar 1:3.

F. Blending Cement/Water with Water Proofing Compound

The required quantity of cement bags to be used for a particular portion of work should be emptied on a dry platform. Water proofing compound bearing ISI mark and conforming to IS 2645 should then be mixed properly with the cement. The quantity of water proofing compound to be mixed should be as prescribed by the manufacturer but not exceeding 3% by weight of cement. The quantity of cement and water proofing compound thus mixed should be thoroughly blended and the blended cement should again be packed in bags.

For the water proofing compound in liquid form, the blending is to be done with water. This can be done by taking the just required quantity of water to be mixed in the particular batch of dry cement mortar.

The required quantity of water thus collected per batch of dry cement mortar to be prepared should be mixed with liquid water proofing compound from sealed tins with ISI mark. The water thus mixed with water proofing compound shall be thoroughly stirred so that the water is blended with water proofing compound properly.

G. Laying Water Proofing Course

Before laying the base course of cement mortar 1:3, the lean concrete surface shall be cleaned neatly with water. Cement slurry (ii), shall be applied only on the area of the concrete surface, that can be covered with the cement mortar (1:3) base course within half an hour. The cement slurry should cover every spot of the surface and no place shall remain uncovered. Just after the application of cement slurry on the surface, the cement mortar prepared as per clause 5.6.11.2.1 (v) should be used for laying the base course. Base Course should be laid to a perfect level with wooden/aluminum straight edge of at least 2 mtrs. long. The top surface of cement mortar should be finished neatly and later scratched when green with a suitable instrument before the base course dries and gets hard that is just before the base course takes up initial set.

When the 25-mm thick base course is just getting set the cement slurry prepared as per clause 5.6.11.2.1 (iv) should be spread over the base course up to the area that shall be covered with just two
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to three stone slabs. The cement slurry shall be spread in such a way that the area of base course to be covered immediately shall be covered with slurry without any gap or dry spots. Immediately on applying cement slurry on the base course the Rough Kota Stone slab shall be laid over the base course and pressed gently so that the air gap can be removed.

The slurry applied on the surface which gets spread when the stone slab is pressed shall get accumulated in the joints of adjacent stone slabs and if any gap still remains between the stone slabs the same should also be filled with additional quantity of cement slurry. For laying the stone slabs in perfect level, two stone slabs at adjacent concerns/ends shall be fixed firmly to the required level and a string stretched over the two slabs, the intermediate slabs shall then be set to the level of the string.

H. Curing
Immediately after completing the fourth layer, arrangements shall be made for the top RCC slab as quickly as possible and in the meantime till the top slab is casted the waterproofing treatment shall be kept wet continuously. In case the concreting of slab gets delayed for more than 2 weeks the curing can be stopped after 14 days.

I. Measurement
Length and breadth shall be measured along the finished surface correct to a cm and the area shall be worked out to nearest 0.01 sqm.

J. Rate
The rate shall include the cost of all labour & materials involved in all the operations described above. The cost of grading with cement concrete / cement mortar shall be paid for separately.

Water Proofing Treatment to Vertical and Horizontal Surface of Depressed Portion of WC, Kitchen and The Like

1) Before the Water Proofing Treatment
Before the water proofing treatment, the internal plaster of ceiling and walls of WC block leaving the portion for dado/skirting should be completed. Grooving / chasing for doing the concealed work of GI/CI pipes/Electrical conduits should be completed. Cleaning the depressed/sunken portion of WC of all debris, extra mortar sticking to the vertical and horizontal surface etc. Necessary holes for ‘P’ trap /Nhani trap/Water escape pipe etc. should be completed.
2) **Preparing Surface and Fixing Pipes and Fittings**

Before the water proofing treatment work, proper key in the concrete surface should be provided. The depressed/sunken portion should be hacked by a hacking tool, after the concrete slab is cast and when this concrete is still green. The vertical surfaces of the depressed/sunken portion should be hacked with a hacking tool just after the shuttering is removed. In case of old work, the water proofing treatment on such surfaces shall be permitted after making proper spatter dash key. Fixing the ‘P’ trap in position and all other pipes work including the water escape pipe shall be fixed properly and the holes should be plugged carefully before taking up the water proofing work.

- **1st Course**
  
  Cement duly blended with water proofing compound as explained shall be used for preparing the cement slurry. The consistency of the slurry should be such that 4.4 kg. of blended cement with water proofing compound is used per sq. meter area of surface to be treated. The slurry should be started from the vertical faces towards the bottom of the floor. Particular care should be taken to see that the slurry is applied to corners without leaving any gap.

- **2nd Course**
  
  Immediately on applying the blended cement slurry on the surface to be treated cement plaster 20 mm thick in CM 1:3 (1 blended cement: 3 coarse sand) shall be applied both on vertical and horizontal surfaces taking particular care to complete the entire depressed/sunken portion of WC within a day so that the plaster can be done without any joint. Junctions shall be properly rounded. The surfaces of the plaster shall be left rough but finished in one plain and cured for a week. On completion of the curing period both horizontal and vertical surfaces shall be cleaned properly and gently and allowed to dry.

- **3rd Course**
  
  Only after the surface is completely dried the blown or residual bitumen shall be applied @ 1.7 kg. of bitumen per sqm area.

- **4th Course**
  
  PVC sheet 400 micron thick shall be spread evenly without any kink immediately, so that the PVC sheet sticks to the surface firmly. PVC sheet shall be continued to be laid over the main slab up to 100 mm.
Overlapping of PVC sheet should be done with a minimum overlap of 100 mm, duly pasting the overlapped sheet with an application of bitumen @ 1.7 kg./sqm. The projections of pipes and ‘P’ trap outlet etc. inside the depressed/sunken portion of WC shall also be cladded with waterproof treatment layer up to a height of 150 mm, using a coat of bitumen with PVC sheet complete. The surfaces of depressed/sunken portion of WC shall not be left without covering with specified filling material and base concrete, otherwise the PVC sheet layer may be tampered by the labour working in the vicinity. Fixing up of WC pan, filling specified material and the top base concrete should be done as early as possible and the top horizontal layer of waterproofing may be taken up later i.e. just before laying the floor tiles.

3) **Measurement**

Length and breadth shall be measured along the finished surface correct to a cm. and area shall be worked out to nearest 0.01 sqm. No payment however shall be made for the 100 mm overlap of PVC Sheet over the roof slab.

4) **Rate**

The rate shall include the cost of labour and materials involved in all the operations described above.

**FLOORING / ALLIED WORK**

**Scope**

This specification covers furnishing, installation, finishing, curing, testing, protection, maintenance till handing over various types of floor finishes and allied items of work as listed below:

**Applicable Codes**

IS:269 Specification for ordinary and Low Heat Portland Cement
IS:383 Specification for Coarse and Fine Aggregates
IS: 777 Specification for Glazed Earthenware Tiles
IS:1237 Specification for Cement Concrete Flooring Tiles
IS:1443 Code of Practice for Laying and Finishing of Cement Concrete Flooring Tiles
IS: 2571 Code of Practice for Laying In-situ Cement Concrete Flooring Tiles
IS: 457 Specification for Ceramic Unglazed Vitreous Acid Resisting Tiles
IS: 2114 Code of Practice for laying in situ Terrazzo Floor Finish
IS: 4860 Specification for Acid Resistant Bricks
IS: 5491 Code of Practice for laying in situ Granolithic Floor Topping

**Vitrified Titles in Flooring / Skirting**
The base shall be cleaned and the bedding mortar 20 mm to 25 mm shall be laid. A neat cement grout shall be spread before laying tiles. The tiles shall be cured for 5 days. The joints shall be filled with cement slurry tinted to match the colour of tiles. For fixing the tiles in skirting the bedding mortar shall be 12 mm. The tiles shall conform to relevant I.S. code. The contractor shall produce test certificate for the tiles.

**Polished Kotah, Cudappah, Shahabad & Tandur Stone Flooring, Skirting and Facing:**

**Materials**
Stones shall be of the best variety to be approved by the Engineer and shall be of specified thickness and size. The stone slabs shall be sound, durable and uniform in size, thickness and color. They shall be free from soft veins, cracks or flaws and their edges shall be true and square and shall be machine cut and the surface double machine polished, if require as per item description. Sorting of stones of one-color shade shall be done prior to fixing to avoid color variation in the work.

**Workmanship**
The surface on which the stone slabs to be laid shall be cleaned of all dust and saturated with water. The stone slabs shall be set in cement slurry over 20 mm thick lime mortar 1:2/cement mortar 1:4 bedding and tamped with wooden mallet. The joints shall be flushed with cement and cured for 7 days. The final cutting / polishing shall be done as directed after the completion of curing period.

**Marble / Granite Flooring, Skirting & Facing**

**Materials**
Marble slabs shall be of the type mentioned in the item and of the color and quality approved by the Engineer. Slabs shall be hard, dense, uniform and homogenous in texture. They shall have even crystallizing grain and be free from defects and cracks. The surface shall be machine polished to an even and perfectly plain surface and edges machine cut, true and square.
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No slab shall be thinner than the specified thickness at its thinnest part. The dimensions of the slab shall be as specified in item. A few specimens of the finished slabs shall be deposited by the Contractor in the Engineer’s office for reference.

**Workmanship**
They shall be laid to the pattern shown in the drawings or as directed by the Engineer.
The surface on which the marble / Granite slab is to be laid shall be cleaned of all dust and saturated with water.
The marble slabs shall be set in cement slurry over 20mm thick lime / cement mortar 1:1:2 bedding and tamped with wooden mallet. The joints shall not exceed 1 mm in thickness and shall be flushed with white cement and cured for 10 days.
Finishing shall be done as per IS:2114-1962. Normally polishing shall be done for flooring by machine. Hand polishing shall be allowed only for skirting and facing. A smooth polish shall be obtained in either case to the entire satisfaction of the Engineer.

**Trimix Concrete Flooring**
Trimix concrete is a method of producing high wear resistant & high compressive strength concrete minimizing water permeability & dusting.
The specification of work should conform to those specified by the manufacturer, as to achieve the desired results but in no case, shall be lesser than as mentioned hereunder

**Concrete in floor**
The surface where the trimix concrete method of laying the floor is to be adopted, shall be thoroughly cleaned of all dust, loose particles etc. It shall then be wetted to have just a moist surface & sprinkled with cement slurry. Then two side track rails on which leveling beam & a surface vibrator be mounted, shall be erected to proper/desired levels & gradient as to have the specified thickness of concrete. A stop ends then be placed at the starting end. Both track rails & stop ends should be preferably of mild steel. The concreting then be started with desired/specified grade of concrete.
However, it is advisable to use M20 grade concrete minimum for better final results. The placing of machine mixed concrete begins from starting end & is continued to horizontal manner. Poker vibrators will be used to vibrate the laid concrete thoroughly with minimum 50 mm dia. needles. On completion of laying of
approximate 5/6 m² area the surface vibrator then be run over the concrete surface to achieve better overall compaction of concrete. This process is continued & the surface vibrator be run the second time along with leveling beam on the finished concrete surface. Then the vacuum mat be placed on this leveled concrete & the excess water from the concrete is sucked off. A time of approximate 1.5 to 2.0 minutes per centimeter thickness of concrete slab is normally adopted for vacuum treatment. However, care to be taken at this stage is curling at ends due to excess use of vacuum mats. Immediately thereafter normal floating operation should begin or if special topping is specified then the same is worked into the concrete surface with the float disc. The floater suggested here are power operated skin floaters. The floating is continued till desired finish is obtained. The curing of the surface shall be done by ponding method for at least 15 clear days prior to putting the surface to use M.S. reinforcement 8 dia. at 250 mm c/c both ways shall be placed in concrete approx. 50 mm below the top surface of concrete. This mesh shall be for individual panels formed by side construction joint & expansion joint.

**Joints in floor and sealing**

i. The Construction joints in concrete shall be spaced at approx. 40 m² area and/or as per item & will be made by sawing the already laid & finally cured concrete to obtain 3 mm to 4 mm by 30 mm to 40 mm deep joints. These joints shall be cleaned of all dust & be filled in with clear sand 3 mm by 26 mm to 36 mm deep & then the top be sealed properly by polysulphide joint sealant approx. 3 mm to 4 mm by 4 mm deep.

ii. The Expansion joints shall be spaced at approx. 120 m² area and/or as per item & shall constitute formation of 20 mm to 25 mm clear joint between the two concrete. This joint be formed by placing the Shalitex board in position against the old concrete leaving 20 mm x 10 mm joint at top, which shall be filled in by polysulphide joint sealant.

**Sanitary Fixtures & Fittings:**

- **Scope**
  
  The scope of this section consists of but is not necessarily limited to supply, installation, testing and commissioning of following items:
  
  - Sanitary appliances and fixtures for toilets.
  - Chromium plated brass fittings
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• Accessories e.g. towel rods, soap dish, Grab bar, etc.
Whether specifically mentioned or not the Contractor shall provide for all appliances and fixtures all fixing devices, nuts, bolts, screws, hangers as required.
All exposed pipes within toilets and near appliances/fixtures shall be of chromium plated brass or copper unless otherwise specified.

General Requirement
Sanitary appliances and fixtures for toilets, chromium plated brass fittings, stainless steel sinks, bathroom accessories like towel rods, toilet paper holders, soap dish, towel rails, coat hooks, mirrors etc. as listed in the relevant items in the Schedule of Quantities shall be supplied by the contractor. Contractor to take prior approval from the engineer / client for the make, model, type and color etc.
All appliances, fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition whether specifically mentioned or not in the Schedule of Quantities, specifications, and drawings. Accessories shall include proper fixing arrangements, brackets, nuts, bolts, washers, screws and required connection pieces.
The sanitary fixtures and fittings shall be installed at the correct assigned position as shown on the drawings and as directed by the Architect / Owner’s Site Representative and shall fully meet with the aesthetic and symmetrical requirements as demanded by the Architect / Interior Designer.
All fixtures and accessories shall be fixed in accordance with a set pattern matching the tiles or interior finish as per Architect requirements. Wherever necessary, the fittings shall be centered to dimensions and pattern as called for.
Fixing screws shall be half round head chromium plated (CP) brass screws, with CP brass washers unless otherwise specified.
Fixtures shall be installed by skilled workman with appropriate tools according to the best trade practice.
All appliances, fittings and fixtures shall be fixed in a neat workman like manner true to level and to heights shown on the drawings and in accordance with the manufacturer’s recommendations. Care shall be taken to fix all inlet and outlet pipes at correct positions.
Faulty locations shall be made good and any damage to the finished floor, tiling, plaster, paint, insulation or terrace shall be made good by the Contractor at his own cost. Fixtures shall be mounted rigid, plumb and true to alignment.
All materials shall be rust proofed; materials in direct or indirect contact shall be compatible to prevent electrolytic or chemical (bimetallic) corrosion.

Wall flanges shall be provided on all walls, floors, columns etc. wherever supply and disposal pipes pierce through them. These wall caps shall be chromium plated brass fittings and the receiving pipes shall be large enough to cover the punctures properly.

Sanitary appliances, subject to the type of appliance and specific requirements, shall be fixed in accordance with the relevant standards and the following:

During the entire period of installation and afterwards contractor shall protect the appliances by providing suitable cover or any other protection so as to absolutely prevent any damage to the appliances until handing over (The original protective wrapping shall be left in position for as long as possible)

The appliances shall be placed in correct position or marked out in order that pipe work can be fixed or partially fixed first.

The appliance shall be fixed in a manner such that it will facilitate subsequent removal if necessary.

The appliance shall be securely fixed. Manufacturer's brackets and fixing methods shall be used wherever possible. Compatible rust-proofed fixings shall be used. Fixing shall be done in a manner that minimizes noise transmission.

Appliances shall not be bedded (e.g. WC pans, pedestal units) in thick strong mortar that could crack the unit (e.g. ceramic unit)

Pipe connections shall be made with demountable unions. Pipe work shall not be fixed in a manner that it supports or partially supports and appliance.

Appliances shall be fixed true to level firmly fixed to anchor or supports provided by the manufacturer and additional anchors or supports where necessary.

Sizes of sanitary fixtures given in the Specifications or in the Schedule of Quantities are for identification with reference to the catalogues of make considered. Dimensions of similar models of other makes may very within + 10% and the same shall be provided and no claim for extra payment shall be entertained NOR shall any payment be deducted on this account.

The contractor shall fix all plumbing fittings such as water faucets, shower fittings, mixing valves etc. in accordance with manufacturer’s instructions and connect to piping system. The contractor shall supply
all fixing materials such as screws, raw plugs, unions, collars, compression fittings etc., as required.

Joints / gaps between all sanitary appliances / fixtures and the floor / walls shall be caulked with an approved mildew resistant sealant, having antifungal properties, of color and shade to match that of the appliances / fixture and the floor / wall to the extent possible.

**European Water Closet**

Water Closet shall be wash down or symphonic wash down type wall mounted set only, as shown in the drawings, designed for low volume flushing from 5-7 liters of water, flushed by means of a porcelain flushing cistern or an exposed or concealed type (as detailed in the drawings or as directed by the Owner’s Site Representative) 32 mm size CP brass flush valve with regulator valve. Flush pipe / bend shall be connected to the WC by means of a suitable rubber adaptor. Wall hung WC shall be supported by CI floor mounted chair which shall be fixed in a manner as approved by the Owners Site Representative.

Each WC set shall be provided with approved quality of seat, rubber buffers and chromium plated hinges. Seat shall be so fixed that it remains absolutely stationary in vertical position without falling down on the WC. Each WC shall be provided with 110 mm dia (OD) PVC Pan Connector connecting the ceramic outlet of WC to CI pipe. For common toilets or otherwise mentioned Indian style WC is proposed. Final WC selection will be as per drawings & architects comment or as per Owners site representative.

Low level flushing cistern (exposed or concealed) shall be provided for WC in specified toilets. Contractor shall install cistern in accordance to the manufacturer’s specification to the satisfaction of the Owner Site Representative. Provision of flush valve shall be made for Public / Staff toilets.

Final selection will be as per drawings & architects comment or as per Owners site representative.

**Urinals**

Urinals shall be lipped type half stall with glazed vitreous China of size as called for in the Bill of Quantities or other mentioned in the BOQ. Half stall urinals shall be provided with 15 mm dia CP spreader, 32 mm dia CP domical waste and CP cast brass bottle trap with pipe and wall flange and shall be fixed to wall by CI brackets, CI wall clips and CP brass screws as recommended by manufacturer complete as directed by the Owner’s Site Representative.
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Flushing for urinals shall be by means of no hand operation, infrared electric flush valve with complete kit of plumbing, electrical and electronic items, infrared photo cells, solenoid valve transformer and electrical connection. The automatic flush sensor plate shall be flush and press fitted and is of high-quality mirror polish finish. Each urinal shall be provided with one flush valve unit.

Flush pipes shall be GI pipes concealed in wall chase but with chromium plated bends at inlet and outlet.

Final Urinal selection will be as per drawings & architects comment or as per Owners site representative.

**Urinal Partitions**

Urinal partitions shall be white glazed vitreous china of size specified in the Schedule of Quantities.

Porcelain partitions shall be fixed at proper heights with CP brass bolts, anchor fasteners and MS clips as recommended by the manufacturer and directed by the Owner’s Site Representative.

Final Urinal partition selection will be as per drawings & architects comment or as per Owners site representative.

**Cisterns / Flush Valve**

Low level flushing cistern (exposed or concealed) shall be provided for WC in specified toilets. Contractor shall install cistern in accordance to the manufacturer’s specification to the satisfaction of the Owner Site Representative. Provision of flush valve shall be made for Public / Staff toilets. Final selection will be as per drawings & architects comment or as per Owners site representative.

**Wash Basin**

Wash basins shall be white glazed vitreous china of size, shape and type specified in the Schedule of Quantities. All Wash basins should be Wall mounted type or as per architecture comments if specified.

Each basin shall be provided with painted GI or CI brackets and clips and the basin securely fixed to wall. Placing of basins over the brackets without secure fixing shall not be accepted.

The CI brackets shall be provided with two coats of red oxide primer and two coats of synthetic enamel paint of make, brand and color as approved by the Owner’s Site Representative. The cost of fixing the basin shall be inclusive of supply and installation of brackets as described above. Each basin shall be provided with 32 mm dia CP waste with overflow, pop-up waste or rubber plug and CP brass chain as specified in the Schedule of Quantities. Final selection will be as
per drawings & architects comment or as per Owners site representative.

**Chromium Plated Fittings**

**Stop Cock**

A stop cock is a valve with suitable means of connection for insertion in a pipe line for controlling or stopping the flow. They shall be push button type & of brass chromium plated & of diameter as specified in the description of the item. They shall conform to IS 781-1977 & shall be polished bright.

**Angle Valve**

Angle Valve / Angular Stop Cock shall be chromium plated brass or powder coated brass of size, shape and type specified in the Schedule of Quantities. Angle Valve / Angular Stop Cock shall be fixed all with CP wall flanges of approved quality all as specified in the Schedule of Quantities. and shall include cutting and making good as required or directed by the Site Representative.

**Pillar Cock**

Pillar Cock shall be chromium plated brass of size, shape and type specified in the Schedule of Quantities.

**Bib Tap**

A bib cock is a draw off tap with horizontal inlet & free outlet. They shall be push button type & of brass, chromium plated & of diameter as specified in the description of the item. They shall conform to IS 781-1977 & shall be polished bright.

**Gun Metal Gate Valve**

The gun metal gate valve shall be approved quality & shall be gun metal fitted with wheel & shall be of gate valve opening full way & of the size as specified. These shall conform to IS 778 with latest updates & amendments.

**Double Coat Hook**

Twin coat hook shall be chromium plated brass or of stainless steel or powder coated brass of size, shape and type specified in the Schedule of Quantities. Twin coat hook shall be fixed with screws/capping having finish similar to the towel ring in wall with raw plugs or nylon sleeves and shall include cutting and making good as required or directed by the Site Representative.
**Towel Ring**
Tower ring shall be chromium plated brass or of stainless steel or powder coated brass of size, shape and type specified in the Schedule of Quantities. Tower ring shall be fixed with screws/capping having finish similar to the towel rail in wall with raw plugs or nylon sleeves and shall include cutting and making good as required or directed by the Site Representative.

**Toilet Paper Holder**
Toilet paper holder shall be of chromium plated as specified in the schedule of quantity.

**Soap Dish**
S.S Soap dish shall chromium plated brass or of stainless steel or powder coated brass of size, shape and type specified in the Schedule of Quantities. S.S Soap dish shall be fixed to wall with CP brass screws, etc. S.S Soap dish shall be fixed with screws/capping having finish similar to the towel ring in wall with rawl plugs or nylon sleeves and shall include cutting and making good as required or directed by the Site Representative.

**Toilets for the Disabled**
Where specified, in washroom facilities designed to accommodate physically disabled, accessories shall be provided as directed by the Owners Site Representative. Stainless steel garb brass of required size suitable for concealed or exposed mounting and opened non-slip gripping surface shall be provided in all washroom. The flushing cistern/valve shall be provided with chromium plated long handles. Final selection will be as per drawings & architects comment or as per Owners site representative.

**Mockup and Trial Assembly**
The installation of the sanitary fixtures and fittings shall be as per the shop drawings approved by the Architect/Consultant. The contractor shall have to assemble at least one set of each type of sanitary fixtures and fittings in order to determine precisely the required supply and disposal connections. Relevant instructions from manufacturers shall be followed as applicable. This trial assembly shall be developed to determine the location of puncture holes, holding devices etc. which will be required for final installation of all sanitary fixtures and fittings. The above assembly shall be subject to final approval by the Architect / Interior
Designer. The fixtures in the trial assembly can be re-used for final installation without any additional payments for fixing or dismantling of the fixtures.

**Supporting and Fixing Devices**
The contractor shall provide all the necessary supporting and fixing devices to install the sanitary fixtures and fittings securely in position. The fixing devices shall be rigidly anchored into the building structure. The devices shall be rust resistant and shall be so fixed that they do not present an unsightly appearance in the final assembly. Where the location demands, the Architect may instruct the contractor to provide chromium plated or other similarly finished fixing devices. In such circumstances, the contractor shall arrange to supply the fixing devices and shall be installed complete with appropriate vibration isolating pads, washers and gaskets.

**Final Installation**
The contractor shall install all sanitary fixtures and fittings in their final position in accordance with approved trial assemblies and as shown on drawings. The installation shall be completed with all supply and waste connections. The connection between building and piping system and the sanitary fixtures shall be through proper unions and flanges to facilitate removal/replacement of sanitary fixtures without disturbing the built-in piping system. All unions and flanges shall match in appearance with other exposed fittings. Fixtures shall be mounted rigid, plumb and to alignment. The outlets of water closet pans and similar appliances shall be examined to ensure that outlet ends are butting on the receiving pipes before making the joints. It shall be ensured that the receiving pipes are clear of obstruction. When fixtures are being mounted, attention shall be paid to the possibility of movement and settlement by other causes. Overflows shall be made to ensure that necessary anchoring devices have been provided for supporting water closets, wash basins, sinks and other appliances.

**Protection against Damage**
The contractor shall take every precaution to protect all sanitary fixtures against damage, misuse, cracking, staining, breakage and pilferage by providing proper wrapping and locking arrangement till the completion of the installation. At the time of handing over, the contractor shall clean, disinfect and polish all the fixtures and fittings. Any fixtures and fittings found damaged, cracked chipped
stained or scratched shall be removed and new fixtures and fittings free from defects shall be installed at his own cost to complete the work.

**Measurement**
Rate for fixing only of sanitary fixtures accessories, CP fittings shall etc. include all items, and operations stated in the respective specifications and bill of quantities and nothing extra is payable. Rates for all items under specifications Para above shall be inclusive of cutting holes and chases and making good the same, CP screws, nuts, bolts and any fixing arrangements required and recommended by manufacturers, testing and commissioning and making good to the satisfaction of the Owner’s Site Representative.

**Testing**
All appliances, fixtures and fittings shall be tested before and after installation. Water seals of all appliances shall be tested. The contractor shall block the ends of waste and ventilation pipes and shall conduct an air test.

**QUALITY ASSURANCE & QUALITY CONTROL**
Testing of all materials and works as mentioned in the RUIDP publications or stipulated in the codes or as directed by the Engineer shall be carried out by the Contractor and test reports shall be submitted regularly to the Engineer for his perusal. The Contractor is to notify the Engineer the program of such tests well in advance, so that such tests, either conducted in his own laboratory, laboratory established at the site or any accredited laboratory or at Manufacturer’s place can be witnessed by him / his representative or Third Party, if appointed by the Procuring Entity. Also establish an office for uses of client at site. The Contractor is to abide by the stipulations/ clauses appearing in the QA & QC Manual published by the RUIDP.

**ELECTRICAL**

**Electrical Wiring**

**Scope**
The Scope of work covers electrical Works for complete electrification in the proposed underground car parking including supply, installation, testing and commissioning of the complete electrical installation.

a) Electrical substations
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

b) Main LT panel, Emergency LT panel, Distribution Boards, Sub distribution boards including LT cables and terminations.

c) Lighting system equipment’s including Light control switches, lighting and power receptacle units, all wiring and sub mains, conduiting, point wiring, circuit wiring submain wiring and earthing and all other items necessary for lighting system.

d) Light fitting & fixtures complete with all accessories, lamps, suspension/mounting arrangements brackets for all service areas & landscape court.

e) Earthing and lightening protection system complete with all accessories, earthing chamber etc.

f) PA system, CCTV including conduiting and wiring.

Makes

The electrical material shall be supplied/installed/commissioned as per Group 1/Class A of RUIDP (SOR 2013) and other items / material (electrical/civil) shall be as per Group 1 / Class A of the prevailing of PWD BSR, Jaipur Circle.

TECHNICAL SCOPE

The scope of contract is explained below. (Bidder should visit the site before bidding)

Quantities as estimated or approximated are as mentioned in schedule of quantities. They are only for broad estimation purpose. Contractor shall however ascertain the exact quantity required at site and supply and install the materials as per SLD& technical specifications and scope as per site visit. No extra amount shall be admissible, unless change in the scope or location. Therefore, contractor to visit and check the site conditions before bidding.

Supply of the Materials shall be to the Specification of this Tender document and installation shall be as described, as per drawings approved, instructions issued by consultant and/or the purchaser from time to time.

The Contractor shall take into account prevailing ambient temperature / weather conditions at site while designing the equipment as mentioned in technical specifications. Any de-rating factors related to ambient temperature shall be considered as per relevant IS specs. This scope shall be generally as per Contract Agreement and shall include additional jobs or additional quantities as may be required to be carried out for the completion of the electrical installation work in the opinion of the JMC Engineer. Any other jobs/ items required to be carried out shall be evaluated on the basis of similar item rates under the Contract. Where such similar items do not exist, the Contractor shall submit cost analysis.
to arrive at the item rates for the approval of JMC Engineer. (Actual invoice / price list & discount, tax details shall be submitted along with rate analysis for each extra item.)

LIAISONING
1. Contractor shall submit installation detail working drawings for JMC approval within 7 Days of the award of contract.
2. Bidder to visit the site before bidding to understand the scope completely.

DOCUMENTATION
The following detailed documents and drawings shall be submitted for JMC approval within 05 days of award of work.

1. Earth bus, Equipment / Panel earthing, etc.,
2. SLDs/Control Schematic/BOQs/ QAPs for all other electrical components to be used in this package
3. Any other drawings as may be required by JMC Engineer for completing the project on time without cost over-run.

GENERAL
This section of specifications defines the general requirements of Electrical System to be installed. For selection of all Electrical Equipment’s or anything related to Electrical System requirements, the Contractor shall follow the specifications contained herein.

The specification shall be applicable for the scope of work, which include design, equipment selection, manufacture, inspection at the Manufacturer’s, Contractor’s or his Subcontractor’s works, supply, installation (including storing, unloading and transferring the material / equipment to the Contractor’s storage area, maintaining equipment and material in safe custody and assembling the elements of the equipment and installing at the Project Site, testing, conducting Trial Runs and Pre-commissioning of the plant, equipment and electrical system to the satisfaction of the Employer’s representative. After successful Commissioning of the plant, it shall be handed over to the Employer. The Contractor shall also be responsible for operation and maintenance (O&M) of the plant, if applicable and specified elsewhere, after it is formally commissioned.

The Contractor shall submit his design calculations and drawings based on ‘Design Criteria for Electrical Equipment and Systems’ for the review and approval of the Employer’s
Representative. The Incoming Main Feeders Voltage shall be as per the availability from the respective Rajasthan Power Distribution Company. It shall be the Contractor’s risk and responsibility to modify the incoming voltage at the construction stage depending on the availability of and supply of State Company. The Contactor has to verify the available Feeder Voltage.

The scope of the Contractor’s design and installation shall include, but not be limited to: ds and other associated equipment. The work shall also include the specifications for workmanship, laying cables, earthing systems, lightning protection etc. It shall be the responsibility of the Contractor to design the Electrical System based on the selection of the mechanical equipment being supplied on this Project.

It shall be the responsibility of the Contractor to design the electrical system based on the selection of the mechanical equipment being supplied in the Project.

All of the electrical and instrumentation equipment to be supplied under this Contract shall be of reputed manufacturers which are approved in Group A of RUIDP BSR. The equipment of only those manufacturers, who have sufficient proven experience in manufacturing the respective equipment of similar capacities, shall be considered. The respective equipment shall have been manufactured, supplied, installed, and be running satisfactorily for at least last 10 years. The Contractor shall submit major products, capacity of production and supply records (past 5 years) of the intended manufacturers for the major electrical equipment and materials supplied by them in his Bid for proven of their capability.

For uniformity of appearance all switchgear and control panels shall have a common appearance and color.

In order to reduce the number and variety of spares to be inventoried to minimum, electrical components of a similar type and purpose used throughout the Works shall be of the same manufacturer and type / series, unless it can be shown by the Contractor to be impractical to do so.

All ventilation grills provided on electrical Plant shall be provided with fly screens to prevent the entry of insects.

All equipment offered shall comply with the requirements specified in the latest editions of applicable Indian/ International
Standards and shall also comply with the good engineering practices. Drawings provided in the Documents are indicative and to be read as general guidance to the Bidder for bidding purpose only. The Contractor shall design the Electrical System to suit site conditions, standard engineering practice and on the basis of ‘Design Criteria’, based on which the shop drawings shall be submitted to the Employer’s Representative for his approval. The shop drawings shall include but not be limited to literatures and catalogs of manufacturer, detailed calculation and analysis, working drawings and any other supporting materials required for the evaluation of the Employer’s Representative. The Contractor shall resubmit shop drawings where requested in accordance with the instructions and recommendations made by the Employer’s Representative for his approval. The Contractor or his Subcontractor shall possess a valid Electrical Contractor’s license of appropriate class from the concerned statutory bodies governing the area of work. The Contractor shall fully comply with the relevant statutory rules and regulations.

All type (as applicable) of routine and acceptance tests on all the equipment shall be conducted in accordance with the latest applicable IS and IEC Standards at the presence of Employer’s Representative as required or a designated Third-Party Inspector as appropriate. All costs for the tests shall be borne by the Contractor. Test reports require in the Contract and requested by the Employer’s Representative shall be submitted by the Contractor to the Employer’s Representative. All Pre-commissioning tests shall be carried out at the presence of Employer’s Representative and approval for the same shall be obtained before Commissioning. All approved test reports shall be properly maintained by the Contractor and shall be handed over to the Employer after completion of the Project. All instruments and accessories required for testing and inspection of the equipment specified herein shall be provided by the Contractor at no extra cost to the Employer.

Liaison with the JVVNL, the Electrical Inspector and other government agency / statutory bodies for obtaining power supply and other clearances shall be included in the Contractor’s Scope. After completion of installation work, the Contractor shall arrange for inspections and shall obtain
approval from the applicable statutory bodies. Any modifications or revisions in the equipment or installation of the equipment as required by the statutory bodies shall be carried out by the Contractor. All costs and fees for testing, inspection, calibration, modification or revision of the works required for approval by such statutory bodies shall be borne by the Contractor.

Irrespective of the specifications of the respective items in other Subsections of this document, the Contractor shall be required to provide all required equipment, accessories, cabling, earthing, necessary transducers, sensors, system hardware, software, programming logic, etc. to achieve the functional requirements described in the Contract. The installation of the electrical equipment shall be carried out with close coordination of the associated civil and electromechanical works.

**POWER SUPPLY INFORMATION**

All equipment shall have rated withstand capacity based on the following criteria. The proposed power supply voltages shall be as follows:

<table>
<thead>
<tr>
<th>System / Voltage</th>
<th>Allowable Variations</th>
<th>Specification / Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>240v AC System</td>
<td>Voltage variation +10% to -15%</td>
<td>Single phase and neutral, 50 hz, effectively earthed system</td>
</tr>
<tr>
<td></td>
<td>Frequency Variation +3% to -5%</td>
<td></td>
</tr>
</tbody>
</table>

**DESIGN CRITERIA FOR ELECTRICAL EQUIPMENT/SYSTEM** The following shall be the Design Criteria for the electrical equipment / system for this Project.

**Site Conditions**

The bidder shall note the following local conditions while preparing his design as per respective project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Altitude</td>
<td>Approximately 50 m above mean sea level or as per project</td>
</tr>
<tr>
<td>Ambient Air Temperatures</td>
<td>5°C Minimum</td>
</tr>
<tr>
<td>(Indoor Values)</td>
<td>50°C Maximum</td>
</tr>
<tr>
<td>Climate</td>
<td>Hot and humid/Dry throughout the year</td>
</tr>
</tbody>
</table>
### Estimation of Loads

The following assumptions have been made to arrive at the estimated load of the different sites.

<table>
<thead>
<tr>
<th>Load Factor</th>
<th>As applicable as per Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Main motor</td>
<td>0.95</td>
</tr>
<tr>
<td>ii) Auxiliary motor</td>
<td>0.9</td>
</tr>
<tr>
<td>iii) Auxiliary load, valve motors, etc.</td>
<td>0.9</td>
</tr>
<tr>
<td>iv) Lighting load</td>
<td>1.0</td>
</tr>
</tbody>
</table>

- **a) Load Factor**
  - i) Main motor : 0.95
  - ii) Auxiliary motor : 0.9
  - iii) Auxiliary load, valve motors, etc. : 0.9
  - iv) Lighting load : 1.0

- **b) Diversity Factor**
  - i) Main and auxiliary motor : 1.0
  - ii) Auxiliary load, valve motors, etc. : 1.5
  - iii) Lighting load : 1.2

### EARTHING SYSTEM

All Electrical Equipment must be efficiently double earthed in accordance with the requirement of IS-3043/IEEE 80 and relevant regulations of Electric Supply Authority. The earth pits shall be as per IS with proper arrangement for testing. All earthing conductors shall be hot dip galvanized / electrolytic grade base copper conductor. The main earthing rings shall be done as per practice laid in Indian Standard. The earthing of individual electrical equipment by two distinct strips/conductors shall be done as per practice laid in Indian Standard.

The sizes and material of conductors for earthing various equipment shall be as per relevant Earthing Drawing / General Notes for Earthing and Earthing Schedule. All electrical equipment shall be connected to the earth bus at two points except the lighting fittings and junction boxes. Following earthing resistances shall be measured and recorded in the presence of Institute during the dry season.

Resistance of each earth electrode with electrode isolated from the system. Combined earth resistance of the installation measured at the substation, switch room and any other point as directed by the Institute.

Earthing resistance at each electrode shall be measured. No earth electrode shall have greater resistance than 3 Ohms as measured by an approved earth testing apparatus. In rock soil the resistance may be up to 5 ohms.

### Scope
The scope includes supply of earthing conductors and their installation including associated civil work as per the specifications, to the satisfaction of the Engineer’s representative and the Electrical Inspector.

Proper earthing shall be provided to ensure adequate system neutral earthing and for equipment and personnel safety.

All work such as cutting, bending, supporting, painting/coating, drilling, welding, clamping, bolting and connection to structures, equipment frames, terminals, etc. shall be in the Contractor’s scope of work. All incidental hardware and consumables such as fixing cleats/clamps, anchor fasteners, lugs, bolts, nuts, washers, bituminous compound, welding rods, anti-corrosive paint as required for the complete work shall be deemed to be included by the Contractor as part of the installation work.

**Earthing System Installation**

Earthing system shall conform to the latest edition including all official amendments and revisions of IS: 3043 and Indian Electricity Rules, 1956. All materials and fittings used in the earthing installation shall conform to the relevant Indian Standards or shall be as approved by the Engineer's Representative. Installation work shall be in accordance with approved earthing layout drawings and any change in routing, size of conductors etc. shall be subject to the prior approval of the Engineer's Representative.

Metallic frames of all electrical equipment shall be earthed by two separate and distinct leads and then connected with earthing system.

An earthing pad shall be provided under each operating handle of the disconnector. Operating handle of the disconnector and the supporting structure shall be bonded together by a flexible connection and connected to earth grid.

Cable sheaths and armor shall be bonded to the earthing system. Metal pipes and cable conduits shall be effectively bonded and earthed.

Neutral connection shall never be used for equipment earthing. The scope of installation of earthing leads to the equipment and risers on steel structures/walls shall include laying the conductors, welding/cleating at specified intervals, welding to the main earth grids, risers, bolting at equipment terminals and coating welded joints by bituminous paint. Galvanized conductors shall be touched up with zinc-rich paint when holes have to be drilled in them at site for bolting to equipment/structure.
Wherever earthing conductor crosses underground service duct and pipes, it shall be laid 300 mm below them. If the distance is less than 300 mm, the earthing conductor shall be bonded to such service ducts/pipes.

Wherever earthing conductor passes through walls, GS sleeves shall be provided for the passage of earthing conductor. The pipe ends shall be sealed by suitable water-proof compound. Water stops shall be provided where earthing conductor enters the building from outside, below grade level.

**Connections**

All connections in the main earth conductors buried in earth/concrete shall be welded type. Connection between earthing conductor and earth leads shall also be of welded type. Connection between buried MS conductor and GS conductor above ground shall be done above ground.

Connection between earth leads and equipment’s shall be of bolted type.

**GENERAL CONSTRUCTIONAL FEATURES**

Sheet steel used for fabrication of switchboards, control cabinets, marshalling boxes, etc. shall be cold rolled.

All panels, boards etc. shall comprise rigid welded structural frames made of structural steel sections or of pressed and formed cold rolled sheet steel of thickness not less than 2 mm. The frames shall be enclosed by sheet steel of at least 2 mm thickness. Stiffeners shall be provided wherever necessary.

All doors, removable covers, gland plates, etc. shall be of at least 1.6 mm thickness and shall be gasketed all-round the perimeter.

All doors shall be supported by strong hinges of the disappearing or internal type and braced in such a manner as to ensure freedom from sagging, bending and general distortion of panel or hinged parts.

All floor mounted panels/boards shall be provided with a channel base frame. Total height of all floor mounted cubicles/panels shall not be greater than 2300 mm. Where steel pedestals for mounting of boards/panels are specified, the total height including that of the pedestal shall not exceed 2500 mm.

Switchboard/control cabinet/panel shall be dust and vermin proof. Degree of protection of the enclosure shall be IP 54 for indoor installations and IP 55 for outdoor installations. Minimum ten percent of the spare feeders shall be provided for each type/rating.
MAKE OF MATERIAL
All material of specific makes accepted during bidding stage or from approved list of makes.
In case of any problem / difficulties in procurement of such items, alternative makes will be approved by Engineer & owner based on samples and specifications submitted by contractor. Alternative material shall be procured only after written approval for makes. Procurement and use of material of makes not in approved list shall be sole responsibility of the contractor. Contractor shall replace all such material at no additional cost within a stipulated period. Bidder to bid based on the RUIDP/RUDSICO approved /supplied makes.

EQUIPMENT / WORKMANSHIP
The equipment to be supplied under this Contract shall be strictly as per specifications of the Contract and relevant IS specifications. In the event of any ambiguity/ dispute the JMC Engineer verdict shall be final and binding on the Contractor.

QUANTITIES
Quantities mentioned in the Tender documents are approximate. Before placing order, Bidder is advised to check the quantity with his working drawings and arrive at actual required quantities as per site conditions. In any case, the payment will be made on the basis of finally supplied and erected quantities on completion of work as per scope. JMC Engineer may not keep option to pay for any additional quantities left balance and not erected.
Bidder to note that no claims for loss / compensation/ escalation on the grounds of increase / decrease in the quantities indicated in the tender schedule of quantities, shall be entertained under any circumstances, nor will the Contractor shall be entitled to prefer any claims whatsoever on these grounds.

INDICATIVE PROGRAM
No indicative program is attached herewith. The contractor is to submit his own program/schedule to be completed for completion of works as per Conditions of Contract.

SAFETY AND SECURITY MEASURES
The Contractor shall be solely responsible for the safety of installing Electrical Materials at site and should take adequate precaution to prevent any accident or harm to material & people
during installation. The Contractor shall bear the cost of the damages done at site and surroundings.

**ALTERATION**

The Contractor will be allowed to carry out minor alterations, if required, due to site specific conditions only after prior written approval from the Engineer. If necessary, Engineer reserves the right to review and suggest changes before providing consent for the alterations.

**COMMISSIONING, QUALITY ASSURANCE & QUALITY CONTROL**

Testing and commissioning of all materials and works as mentioned in the RUIDP publications or stipulated in the codes or as directed by the Engineer shall be carried out by the Contractor and test reports shall be submitted regularly to the Engineer for his perusal. The Contractor is to notify the Engineer the program of such tests well in advance, so that such tests, either conducted in his own laboratory, laboratory established at the site or any accredited laboratory or at Manufacturer’s place can be witnessed by him / his representative or Third Party, if appointed by the Procuring Entity.

The Contractor is to abide by the stipulations/ clauses appearing in the QA & QC Manual published by the RUIDP.

**Parking Structure**

**Design Specifications**

This section details the structural design specifications for a various types of parking systems. This shall form integral part of the development obligations of the contractor shall have to comply with these specifications as bare minimum. Only Ramp based parking is considered in the proposal. Two levels of basement parking area are proposed to be developed.

<table>
<thead>
<tr>
<th>Fixed Design Parameter</th>
<th>Permissible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum dimension and weight of a car (SUV category) to be considered</td>
<td>Length – 5.00m Width – 2.50m Height – 2.60m Weight -2500 Kg</td>
</tr>
</tbody>
</table>
Required arrangement for convenient parking by physically challenged drivers (2% of total ECS capacity) will have to be provided.

Table 5.5.22.2 – Covenants

<table>
<thead>
<tr>
<th>S.No</th>
<th>Type of Parking</th>
<th>Item Description</th>
<th>Covenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Manual parking</td>
<td>Construction below ground</td>
<td>Should not exceed two basement levels</td>
</tr>
<tr>
<td>2</td>
<td>Manual parking</td>
<td>Height of parking without elevators</td>
<td>Should not exceed two Floors</td>
</tr>
<tr>
<td>3</td>
<td>Manual parking</td>
<td>Height of each basement floor</td>
<td>Clear Floor Height Should not less than 2.6 m</td>
</tr>
<tr>
<td>4</td>
<td>Manual parking</td>
<td>Depth of construction below ground</td>
<td>Should not exceed two basement levels or 12.0 m below ground whichever is less.</td>
</tr>
<tr>
<td>5</td>
<td>Manual parking</td>
<td>Space for calculation One ECS including circulation within parking structure.</td>
<td>Not less than 32m² per ECS for underground</td>
</tr>
<tr>
<td>6</td>
<td>Manual parking</td>
<td>Parking bay/slot dimension per car space</td>
<td>Not less than 5.0 m long and 2.5 m wide.</td>
</tr>
<tr>
<td>7</td>
<td>Manual parking</td>
<td>Mechanical ventilation</td>
<td>Mechanical ventilation must permit a minimum of 15 air changes per hour for normal ventilation and as per environmental requirement and 30 air changes per hour in case of fire of distress call</td>
</tr>
<tr>
<td>8</td>
<td>Manual with ramp provisions</td>
<td>Gradient of ramp</td>
<td>Not steeper than 1:6 ratio with minimum transition</td>
</tr>
</tbody>
</table>
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>No.</th>
<th>Manual</th>
<th>Attribute</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Manual</td>
<td>Width of ramp</td>
<td>Minimum of 6.5 m width for two-way traffic and only 4.5 m for one way traffic.</td>
</tr>
<tr>
<td>10</td>
<td>Manual</td>
<td>Carriageway of pavement for circulation space within parking facilities</td>
<td>Not less than 4.5 m, if one way, and not less than 6.5 m if it is two ways flow.</td>
</tr>
</tbody>
</table>

Concrete and floor specifications shall be as per the latest Bureau of Indian Standard and IRC specifications.

Minimum delay is caused to users of the parking facility and the maximum queue length at any of the entry area the facility shall not ideally exceed three cars, at any point of time, except under exceptional circumstances.

**Column Centers**

In a modern car park, there should be no columns to impede access to parking spaces. In basement car parks this is difficult but not impossible to achieve. While using the standard grid within the construction there will be an advantage by using adequate free space between columns which will allow for three car spaces. Designers should allow for adequate clear space between column edges so that full width spaces are available to patrons.

**Head Clearance**

Flat ceilings are preferable in all car parks. Structural beams should not be located in the vicinity of parking spaces, and if this cannot be avoided then allowance must be made not only for the height of car roofs but also for the height of hatchback doors which swing up.

**Entry and Exit Area Specifications**

**Location**

Location of the Entry and Exit Areas and of the driveways along with their connection to the road system should be made properly and at least two exits are required to be provided for access to and from the basements at each site. Besides the ramps for vehicles the developer is obligated to provide at least
2 elevators and 2 staircases for movement of users from basements to ground level at convenient locations.

**Size**

The Entry and Exit Areas must be sized to allow drivers to safely and comfortably drive in and out the vehicle. Turning radius and width of drive aisles and minimum clear width of Entry and Exit Area shall be designed according to the respective needs and leaving adequate space to the left and right of the car for passengers to leave / enter the car and in accordance with Applicable Codes.

**Components**

A. Motion detectors and CCTV cameras or similar devices shall be installed inside the Entry and Exit Areas to ensure that no person or animals are inside the Entry and Exit Areas or vehicle when the machine starts moving. Cameras shall be installed to record digital photos of the physical condition of the car entering and exiting the premises. The images are also helpful to locate cars for drivers with a lost ticket and to validate damage claims as well as to detect any suspicious activity in the parking area.

B. The Entry and Exit Areas entrance doors shall be mounted, secured and operated safely, isolating the passengers from the Entry and Exit Areas during movement of the machinery and vehicles. Safety locks / emergency switches shall be installed to stop any machinery if a person or animal is detected in this area.

C. Recesses in the floor area shall be minimized to the need of guiding the drivers in the “drive-in” process. All other areas shall be flat for pedestrian traffic. Gaps between moving parts and platforms need to be limited as per Applicable codes.

D. All Entry and Exit Areas must comply with disability requirements.

E. The driveways for inbound and outbound traffic shall be designed to provide sufficient queuing spaces; simple visual signage and guidance shall clearly direct approaching traffic off the street and into the Entry and Exit Areas. Respective commands via a visual message center shall be applied inside the Terminals for the drivers in such manner that an easy use of the system is possible.

F. Inbound / outbound traffic crossing shall be prevented.

G. Inside and outside Entry and Exit doors shall be provided to prevent drivers and animals from coming into contact with any moving elements of the system.

H. As Entry and Exit Areas are the exchange station of the Parking Structure, special attention shall be directed to ease the “drive-in” and positioning of the car by the drivers (preferably by means of physical aids)
I. Means of catching of debris and drippings from the incoming cars shall be applied to avoid such drippings to cars and machinery inside the terminals, during transportation and storage inside the system.

J. The Ticketing Station or access system shall be located outside the Entry and Exit Areas on the right side of the inbound traffic.

**Throughput Capability**

The throughput of a system is the minimum number of cars a system can store or retrieve (measures in by any random one-way traffic), in the time frame of one hour. Dwell time is defined as the total time a driver takes to drive into the system, leave the car, exit the system and buy a parking ticket. In case of exiting the system, Dwell Time is the time taken by the driver to return the parking ticket, identify his car, and drive it out of the system. A reasonable average dwell time (entering/exiting) of 30 seconds per car driving into the Entry and Exit Areas can be assumed if physical drive-in guidance is provided. In the absence of such physical guidance system, an average dwell time of 60 seconds shall be considered.

**Fire Safety**

1. Fire safety measures as recommended in applicable codes shall be implemented.
2. Provisions shall be made in the Parking Facility that leakage of fuel tanks or other flammable fluids are collected during transportation and storage of the vehicle.
3. Construct the ‘Parking Facilities’ structure and the equipment with non-combustible construction. In addition, those portions of the facility used for the transport and/or storage shall have a finish of non-absorbent, non-combustible material.
4. Contractor shall make all provisions in the construction as per the Relevant Fire Safety Act as well as take all measures as per the rules and regulations including guidelines from Central Government, State Government and drafted by the ULB and any agency appointed by the government on the subject.
5. Functional requirements:
   I. **Fire Hydrant System:**
      1. SITC of Hydrant landing valve with complete accessories as per 13:5290-1983 (Type ‘A’).
      2. First-Aid Fire Hose Reel wall mounting swinging type confirm to IS: 884-1985.
      4. Standard fireman’s axe with heavy insulated rubber handle.
5. M.S. hose door fabricated from 16g M.S. sheet with full glass door and locking arrangement.
7. Weather proof hose cabinets fabricated from 16 g M.S. Sheet with full glass door and locking arrangement for Open ground floor.
8. Air cushion tank as per design.
9. Mild Steel pipe (IS:1239 Part-I) heavy class including painting with one coat of primer and two or more coats of synthetic enamel paint.
10. Mild Steel black pipe (IS:1239 Part-1) heavy class as per IS: 10221 complete of appropriate dia as per design.

II. **Automatic Sprinkler System:**

- Mild Steel black pipe (IS:1239 Part-1) heavy class as per IS: 10221 complete of appropriate dia as per design.
- Corrugated stainless steel (AISI 304) unbraided flexible sprinkler pipe size according to design.
- Slim seal Butterfly valves (PN 1.6) complete with matching flanges rubber insertion, nuts, bolts and washer etc. of sizes as per design.
- Ball valve should be with hard chrome plated ball inside PTFE (Teflon) seat & ring with chrome plated center handle with female BSP threads and size as per design.
- Flow indicating switches should be electrically operated with threaded connection for a minimum flow of 90 lpm for indicating water flow in sprinkler branch line on each floor with necessary fittings.
- Mild Steel Pipe (IS: 1239 Part-1) heavy class, Flanges, Bends, Tees, Elbow, Reducers, Clamps. Hangers etc. including painting with one coat of primer and two or more coats of enamel paint of approved make and size as per design.

III. **FIRE PUMPS, VALVES & ACCESSORIES:**

- Electrical Motor Driven Fire Pumping set suitable for automatic operation consisting of the following as per design.
- Diesel Engine Driven Fire Pumping set suitable for automatic operation consisting of the following as per design.
- Fire Pump Control Panel should be cubical type floor mounted fabricated of 14 g M.S. CRCA Sheet duly powder coated finish and accessories as per design.
- Slim seal dual plate type non-return valves (PN 1.6) complete with matching flanges, rubber insertion, nuts, bolts and washer etc. of sizes as per design.
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Jaipur Municipal Corporation
Greater & Heritage

• Slim seal Butterfly valves B 190 Class (PN1.6) complete with matching flanges rubber insertion, nuts. bolts and washer etc. of sizes as per design.
• Providing of Y - STRAINER in Pump Suction Water line complete with flanges etc as per specifications & drawings.
• Providing and fixing resilient rubber neoprene lined single arch vibration eliminators suitable for raw water up to 450C temperature working pressure 7kg and test pressure 14 kg/cm² of sizes as per design.

IV. PORTABLE CHEMICAL FIRE EXTINGUISHERS:
• Supply and fixing of ISI marked (IS: 15683) ABC (Dry Powder) fire extinguishers of capacity as per design.
• Supply and fixing of ISI marked (IS:2878) Portable fire Extinguisher, Carbon-dioxide type flat base including valve, discharge hose of not less than 10 mm dia. 1m long & complete in all respects including initial fill with CO2 gas conforming to IS:307-1966 filled to a filling ratio of not more than 0.667 and wall suspension bracket of capacity as per design.

V. FIRE ANNUNCIATION SYSTEM:
• SITC Smoke Detector (Dual Chamber) Ionization type with mounting base, LED, etc complete as required. Analogue Addressable type.
• SITC of microprocessor based 2 - wire loop (each loop accessing 90 addressable units) Fire Alarm Control Panel. The Panel shall be able to give pin point location of addressable units via the address code for each unit. The Panel shall also be able to automatically switch off all control switches when-ever any Alarm is triggered. The Panel shall also be able to give voice announcement to individualized speakers. The Panel shall have built in sounder, Maintenance Free Batteries of minimum 15 Ah of 24 volts capable of minimum of 12 hours with battery charger, rectifier. Loop cards, LCD unit to indicate Fire / Fault Signal of individual unit, built in-built / external printer, to log all incoming data etc. complete in all respect.
• Supply, Installation, Testing and Commissioning of Addressable Manual Break Glass/ flap Unit (Double action) with two inbuilt isolator or isolator module with flexible network structures & necessary fixing arrangements with key complete as required shall be UL/VDS/LPCB (following EN54 Standard Approval). (Makes: Notifier, Bosch, Fike, Edward)
• Supply, Installation, Testing and Commissioning of Standalone Loop Powered Addressable sounder with 5 different programmable tone the sound pressure not less.
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than 90 DB, it should be programmed from the panel shall be UL/VDS/LPCB.

- Control modules for floor wise activation of hooters & as well as Fire Sprinkler Flow switch according to design.
- Wiring should be of FRLS copper conductor ISI marked (IS:694) of 1.1 kV grade as per design.

**Ventilation**

1. Areas accessible to the public / drivers shall be equipped with sufficient ventilation. (as per applicable code)
2. Depending on the design of the Entry and Exit Areas, a ventilation of emissions may be required in that area.
3. Functional requirements:
   - SITC of Ductless Ventilation / Jet fans as per attached specifications for normal ventilation and Smoke Extraction along with silencers on both sides (minimum length of 2D). The fan shall be suitable for 300 Deg C for 2 Hrs operations. Each fan shall be complete with dual speed motor and adjustable pitch die cast aluminum impeller. Casing shall be made of Hot dipped Galvanized steel with min. 220 GSM Coating. The Motor shall be run on the electrical power suitable for 415V/3Ph/ 50Hz. Fan shall be AMCA Certified for Air and Sound Performance. The fan shall be CE/UL Certified for smoke control and exhaust applications as per EN 12101-3. The motor make of smoke/exhaust fan shall be same as mentioned on the fire certificate of the fan provided by international independent laboratory under certifying authority of appropriate size as per design requirements.
   - SITC of AMCA Certified (For Air and Sound Performance) Axial fans complete with casing made of Hot dipped Galvanized Iron with min. 220 gsm coating, motor, with adjustable pitch die cast aluminum impeller (Hub and blades) Casing position shall be as per the job requirement and shall be marked on the fan assembly The Fan assembly along with motors (FOR EXHAUST) should be tested for Temperature range: 300Deg. C temperature for a minimum duration of 2 hours for Smoke Evacuation. Motor shall be high efficiency class IE2 (as per IS 12615), Class H insulation suitable for operation on 415±10% volts, 50Hz, 3 phase AC power. Motor should be VFD compatible. The Axial Fan rates shall be inclusive of Fire-retardant Flexible connection, Sound attenuators with Mounting arrangement and Vibration isolators for installation. Fan total efficiency should not be less
than 70%. For normal exhaust, noise level should not be more than 75 db @ 3 m distance, while smoke exhaust, noise level should not be more than 85 @ 3 m, when measured in hemispherical reverberant room conditions. Fan shall be EN 12101-3 Certified & CE/UL Listed for high temperature of appropriate size as per design requirements.

- SITC of AMCA Certified (For Air and Sound Performance)
  Axial fans complete with casing made of Hot dipped Galvanized Iron with min. 220 gsm coating, motor, with adjustable pitch die cast aluminum impeller (Hub and blades) Casing position shall be as per the job requirement and shall be marked on the fan assembly. Motor shall be high efficiency class IE2 (as per IS 12615), Class F insulation suitable for operation on 415±10% volts, 50Hz, 3 phase AC power. Motor should be VFD compatible. The Axial Fan rates shall be inclusive of Fire retardant Flexible connection, Sound attenuators with Mounting arrangement and Vibration isolators for installation. Fan total efficiency should not be less than 70%. For normal exhaust, noise level should not be more than 80 db @ 3 m distance, while smoke exhaust, noise level should not be more than 90 @ 3 m, when measured in hemispherical reverberant room of appropriate size as per design requirements.

- SITC of online, continuous monitoring of CO and radicals concentration in ambient air, measuring range: 0-300 ppm CO with electro-chemical galvanic (Gel electrolyte) technology, sensor should be UL2075 certified, response time t90 < 30 sec, with anti-sleep feature, capable of providing multiple threshold to identify normal mode, invisible smoke mode and fire mode. It should provide both analog output and digital communication via RS485 serial interface with Modbus RTU. It should be uniquely addressable and suitable for connection in digital communication bus. Enclosure should have minimum fire retardant UL94: V0 rated with IP65 protection. Sensor cell should be plug-in, field replaceable, sensor life expectancy > 7 years, replaceable sensor cell, CE certified. It Should confirm to EMC- Directive 2014/30/EU. Panels should be equipped for auto / manual operation, fire command input, emergency control etc.

- SITC of ducting made from GSS of class VIII & fabricated as per IS:655 and as per drawings & designs.
Supply and installation of ladder type / perforated type cable trays of the following sizes fabricated out of perforated hot dip galvanized MS Sheet of minimum 2 mm thick with 75mm flange to be installed horizontally or vertically. The cable tray shall be complete including cost of bends, elbows, cross, tees, reducers etc. as per drawings / site conditions and rate shall include cost of hor fasteners, screw, nuts, bolts and misc. other fixing hardware painting of support structure etc. i) Structural steel such ISMC, ISA, Flats, rods etc. to be used for support shall be included in this item. ii) The cable tray shall be factory built. Bidder shall include number of tees, crosses, bends, elbows etc.

**Lighting/Accessibility for Maintenance**

a. Lighting in areas accessible to the drivers / public shall be properly illuminated.

b. Old recommendations on internal lighting standards e.g. of 50 lux, have long ago been discarded by the industry and replaced by minimum standards of 100 lux and 250 to 350 lux at entrance/exits. Suitable energy efficient luminaries can be used without sacrificing the luminance. Lighting in stairwells and lobbies need to be to a very high specification to minimize perceptions of personal isolation.

c. The parking structure shall be designed such, that maintenance personnel has access to all storage spaces, machinery and electronic components in a safe manner. The usage of harnesses is acceptable as long as OSHA criteria are followed.

d. Graphical User Interface/ON – Line Support:

e. The parking facility shall have an installed and all-time workable capability to the manufacturer / technical operator with a short response time to handle any alarms generated by the system.

**Lines of Sight**

Personal security is greatly enhanced in car parks where lighting levels are high and clear lines of sight are designed into a facility e.g. at access points to lift lobbies, stair lobbies, at corners on pedestrian routes. In addition, all doors, including lift doors, should have large glass panels, all walls should have large glass windows so patrons can check whether it is safe to pass through or not. Structural walls can have ‘openings’ cut into them, to increase natural light penetration and improve sight lines.

**Lifts**

Supply, Installation, Testing and Commissioning (SITC) of minimum 12 passengers (about load 885 Kg) and minimum speed 0.63 m/s serving different floors (2B+G), 3 stops and 3 openings on same side. V3F drive
operation with SS cabin car, automatic door operation, digital display direction indication at all level, etc. complete in all respect.
Lift must be of reputed manufacturer like Kone, Jhonson, Schindler, S. Lift or equivalent must be approved from engineer in-charge before supplying the same.

**Stairs**
In all car parks, there are significant numbers of patrons who refuse to use lifts, and so all stairs should be designed to a high standard to accommodate this and should be alarmed for easy access in the event of a fire.

**Scale**
The size or capacity of a car park needs to be directly related to the likely peak demands for parking in the immediate vicinity of the site. Patrons will not normal walk more than 180 meters (2.5 min) from their car to their destination.

**Display Board**
Display board shall be installed at the entrance of the parking space giving details of number of parking spaces and availability of parking spaces.

**Smart Parking**

**Functional Requirement: Smart Parking**
JMC has envisioned the intelligent parking services that address city’s parking issues through intelligent parking management. This will enable citizens with real-time information about available parking and allows them to book spaces in advance using mobile applications. The results are low traffic congestions and a more effective partnership of city with citizens, local businesses, and parking enforcing agencies. The solution should improve parking guidance, parking enforcement, and parking administration as well as provide parking occupancy, utilization revenue, and enforcement reports through analytics. “Off Street Parking” shall mean closed area with single entry and exit access controlled through boom barrier. The main objectives of the Intelligent Parking Management (IPM) planned is to address the following:

1. The smart parking solution should be able to obtain real time situational awareness about the occupancy of parking lot.
2. The smart parking solution should be able to obtain real time situational awareness about the occupancy of parking lot.
3. The smart parking solution should provide real time location-based view to citizens about proximity of parking lots and availability of parking lots.

4. The smart parking solution should enable the above functions with minimum manual intervention.

5. The smart parking solution should enable the above functions with minimum manual intervention.

6. The smart parking solution must geo-reference all the parking lots.

7. The smart parking solution must geo-reference all the parking lots.

8. The smart parking solution may use video camera-based analytics or other sensor-based solutions to determine number of vehicles entering and exiting parking lots. The smart parking solution should do so at each floor, in case of multilevel parking and communicate the data.

9. The smart parking solution should report occupancy of parking lots to a central software application deployed at the Command/Operations center using the network laid out as a part of this tender document.

10. The parking system should have features for various reporting requirements like:
    a. Real Time and Historical occupancy reports
    b. Violations and Overstay reports

11. The complete smart parking system should be able to handle pass system creating all types of passes – daily pass, weekly pass and monthly pass with auto-renewal facility.

12. The system should be able to create and enforce dynamic pricing such as peak hour pricing, peak day pricing, peak season pricing etc.,

13. The system should be able to work in offline mode as well along with online mode.

14. The total number of slots and free slots for parking must be displayed on a digital signboard near the entrance of the parking lots. The smart parking solution’s integration with other elements within the tender scope must facilitate display of parking information at variable messaging displays deployed at key points of interest in the city. This feature to be developed as part of the system, however this will be deployed as and when all the parking spaces in the city are developed and integrated.
15. The smart parking solution needs to have parking ticket vending machine at the entrance where the ticket can be issued by the machine on pressing the button by the user/operator. Further, the solution will have provision for a handheld device through which parking receipts can be generated on payment of fees through card or cash.

16. The payment collection can be done via card as well as cash (manually) at the kiosk where parking ticket can be shown/given to the staff at the exit. Parking staff should be able to scan the ticket and provide the printed receipt.

17. The smart parking solution should facilitate real time revision of parking fees and should enable real time communication of rules to handheld terminal and parking kiosks.

18. The smart parking solution should retain videos of car entering/exiting the parking zone as per the security guidelines.

19. The smart parking solution should have a mobile and a web delivery channel for citizens to get real time parking availability and pre-book parking lots using online payment of parking charges facilitated through a payment gateway.

20. The parking operations platform should make the data and policy management of parking available to other third-party applications using well-documented APIs.

21. The Parking System should be able to integrate with a Payment Gateway, facilitating payment by Cash and all kind of cashless mode of payment.

A mobile application and web-based user interface should be provided with the following features:

a. The application should have citizen module and officer module.

b. Through the citizen module, the user should be able to locate nearest parking lot and also pre-book based on his geographical coordinates. The same information must be made available on map with routing information.

c. The citizen should be able to see all the parking lots with exact available space in a real-time mode.

d. While locating nearest parking lot, the latest parking slot availability should be given to the user.

e. The application should have a compliance officer module where JSCL designated inspector/operator will be able to check compliance of slot occupancy against the fees paid by the citizen.
f. The citizens should be able to generate MIS report to view occupancy of parking lots over a defined time period.
g. The administrators should be able to generate MIS report to view occupancy, collection and other usage statistics over a defined time period.

23. The entire solution should be an integrated one with consumer app and parking management system integrated with each other.

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26. The entire solution should be an integrated one with consumer app and parking management system integrated with each other.

Entry Algorithm

- As shown in figure: At entry vehicle stops by barrier to get parking ticket.
- Vehicle stops over the presence loop that activates the Entry Terminal.
- Ticket Dispenser with lighted display information to “Press Button for Ticket or show card”
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- **Occasional user** has to press ticket request button to get barcode printed ticket that comes out from ticket slot.
- **Permanent User** has to show his registered Subscriber or set-value card on the entry terminal.
- Driver Image camera will capture the image of driver/Vehicle at the time of process ticket or card.
- On verification of valid card or acceptance of parking ticket, barrier will get open automatically.
- As and when vehicle crosses the transit loop, command will be forwarded to barrier to close down.

**Entry Algorithm**

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A. Parking Full / Available Indication Light
B. Ticket Dispenser with built-in card reader
C. Traffic Control Barrier
D. Ticket Dispenser Activation loop/Presence Loop
E. Barrier Closing loop/Transit Loop

Parking Entry Terminal

Traffic Control Barrier
- Modern, energy-saving barrier with extensive functions, specially designed for demanding tasks in parking management systems.

Exit Algorithm

For Occasional Users:
As shown in figure: At entry vehicle stops by barrier for payment of parking charges. Vehicle will be detected by presence loop that activates Cashier Exit System. Operator will receive the ticket for scanning the ticket by hand held scanner. On scanning Driver Image will pop up on the screen to verify the Entry Image. After image verification parking stay charges will appear on the screen. On confirmation of amount collection from the system barrier will open automatically. Payment receipt for user will come out from the printer automatically.

Permanent User:
User will show his issued card on the reader Image of the vehicle/ Diver will be captured.
Card data verify from database and barrier opens automatically As and when vehicle crosses the transit loop, command will be forwarded to barrier to close down.
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A. Cashier Booth
B. Camera
C. Traffic Control Barrier
D. Ticket Dispenser Activation loop/Presence Loop
E. Barrier Closing loop/Transit Loop
   • Processing Barcode Ticket tickets.
   • Issuance of subscriber and set-value card.
   • Renewal and additional payment of season parker cards
   • Issuing of lost tickets
   • Issuing of replacement tickets
   • Shift report after shift change
   • External display and keyboard
   • Barcode Scanner
   • Cash Drawer
   • Control Processing Unit
   • Vehicle Loop Detection
   • External receipt printer for issuing receipts
   • Ethernet connection
   • Automatic cash drawer
   • Value/time cheque processing
   • Discount processing

Bay Sensor
Each parking bay sensor will be installed to know whether the parking bay is occupied or vacant.

CENTRALIZE CONTROL SYSTEM
• Centralize Control system for gate management
• Real Time Field Device Monitoring
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- Revenue Generation Report
- Revenue Survey Report
- Reports and statics
- Daily, Weekly and Monthly Reports.
- Daily Vehicle Count.

**CENTRALIZE CONTROL SYSTEM**
- Daily Vehicle Flow rate
- Vehicle wise daily movement details
- Parking Survey
- Event and Log Management
- Alarm Management
- Card/TAG Registration
- Password Protected Login

**Management Console**
- Graphical, clear presentation of the parking system
- Checking and controlling of the devices
- Functional alarm message reporting with direct access to detailed information
- Administering customer and card data and issuing various types of tickets
- Tariff module for the convenient design of car park tariffs
- Car park-specific tariff configuration

- Temporal tariff validity
- Linear, progressive and digressive tariff structure
- Tariffs for various payment types
- Definition of maximum amounts (limits)
- Definition of flat rates (fixed amounts)
- More favorable tariffs for specific periods
- Weekday-dependent tariffs
- Individual tariffs for public holidays and special days
### Smart Parking Solution

**Requirements**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Parking management desktop and mobile application should be able to create and update parking location, block, slot and rate information</td>
<td></td>
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<tr>
<td>2</td>
<td>Parking management desktop application should be able to update all assets and hardware information for a parking place</td>
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<tr>
<td>3</td>
<td>Parking management desktop application should support error reporting and diagnostics for all assets and hardware for a parking place</td>
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<td>4</td>
<td>Parking management desktop and mobile application should provide parking availability and occupancy</td>
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<td>5</td>
<td>Parking management desktop application should provide parking fee collection reports</td>
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<tr>
<td>6</td>
<td>The available parking slots can be viewed through parking mobile application variable message sign boards</td>
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<tr>
<td>7</td>
<td>Wirelessly connected variable sign boards should be available at the point of interest (specified by Jaipur Smart City Limited) in the approaching road displaying the available slots</td>
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<tr>
<td>8</td>
<td>Bidder should have hand held point of sale system for parking ticketing</td>
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<tr>
<td>9</td>
<td>The entire system should provide real time reports to the concerned parties (Municipal Corporation Greater &amp; Heritage and the contractor) of the parking scenario</td>
<td></td>
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<tr>
<td>10</td>
<td>All the data collected to be provided to the concerned parties in a readable format on demand</td>
<td></td>
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</tbody>
</table>

### Off – Street Parking Requirements

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Nearest available parking lots are shown using maps and if public decides to reserve it, reservation is done with payment done from e-wallet or after physically going there in which case the parking lot might or might not be available.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>If parking slots are not available, the minimum waiting time for getting an available parking slot should be displayed in parking mobile application</td>
<td></td>
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</tbody>
</table>
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13. If parking slots are not available for parking place, the user is allowed to enter the parking place and leave immediately through exit. The time within which the user has to exit without getting charged for his stay should be configurable. If the user takes more time to exit than the allowed time, user should be charged.

14. The entry to off street parking place should be managed by automatic boom barrier and parking ticket dispensing machine.

15. The vehicle number and image of the number plate should be captured at the time of entry and exit of parking should be stored.

16. The parking management application should calculate the final settlement amount based on the user privileges, dynamic pricing and issue a receipt.

17. The smart card management system (card and reader) should be integrated with the parking management application.

18. The parking management application at any location should be able to function for a day even if it is not connected to the data center.

19. The entire solution should function 2 hours with uninterrupted power supply backup.

**System Components**

**Camera**

Cameras mounted at the entry and exit of the parking lot to capture Vehicle Number Plate and check against the parking database for vehicle authentication and grant user access based on privileges. 4 ANPR cameras at entry and exit for number plate detection, IP Outdoor bullet IR cameras for the general surveillance:

**ANPR cameras (Makes should be)** UL, CE, FCC, BIS certified or approved by engineer incharge:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
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<tbody>
<tr>
<td>1</td>
<td>IP 2 Mega pixel ANPR camera</td>
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<tr>
<td></td>
<td>Image sensor</td>
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<tr>
<td>2</td>
<td>Total pixels</td>
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<td>Power</td>
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<td>3</td>
<td>Power Supply</td>
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<td>Power Consumption</td>
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</tr>
</tbody>
</table>
### Section V: Procuring Entity Requirement

**RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.**

#### Video performance

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sensitivity</td>
<td>Colour: 0.001 Lux @ (F1.2, AGC ON), 0.0001 Lux with IR</td>
</tr>
<tr>
<td>2</td>
<td>Dynamic range</td>
<td>120 dB or better</td>
</tr>
</tbody>
</table>

#### Video streaming

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Video compression</td>
<td>H.265, H.264</td>
</tr>
<tr>
<td>2</td>
<td>Streaming</td>
<td>Multiple configurable streams in H.264 and MJPEG, Configurable frame rate and bandwidth.</td>
</tr>
<tr>
<td>3</td>
<td>Overall IP Delay</td>
<td>Minimum 120 ms, Maximum 340 ms</td>
</tr>
<tr>
<td>4</td>
<td>Encoding interval</td>
<td>50/60 fps</td>
</tr>
</tbody>
</table>

#### Video functions

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Day/Night</td>
<td>Color, Monochrome, Auto</td>
</tr>
<tr>
<td>2</td>
<td>Adjustable picture settings</td>
<td>Contrast, Saturation, Brightness</td>
</tr>
<tr>
<td>3</td>
<td>White Balance</td>
<td>Support</td>
</tr>
<tr>
<td>4</td>
<td>Contrast enhancement</td>
<td>On/off</td>
</tr>
<tr>
<td>5</td>
<td>Privacy Masking</td>
<td>Four independent areas, fully programmable</td>
</tr>
<tr>
<td>6</td>
<td>Shutter</td>
<td>Automatic Electronic Shutter</td>
</tr>
<tr>
<td>7</td>
<td>Noise reduction</td>
<td>Support 3D DNR</td>
</tr>
<tr>
<td>8</td>
<td>Sharpness</td>
<td>Sharpness enhancement level selectable</td>
</tr>
</tbody>
</table>

#### Input/output

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alarm input</td>
<td>2 input</td>
</tr>
<tr>
<td>2</td>
<td>Alarm output</td>
<td>2 output</td>
</tr>
</tbody>
</table>

#### Optical

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lens mount</td>
<td>On Board mounted</td>
</tr>
<tr>
<td>2</td>
<td>Lens type</td>
<td>6-12 mm</td>
</tr>
<tr>
<td>3</td>
<td>Horizontal field of view</td>
<td>103.3° to 38.6° or better</td>
</tr>
</tbody>
</table>

#### Network

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Encryption</td>
<td>TLS 1.0 or SSL</td>
</tr>
<tr>
<td>2</td>
<td>Ethernet</td>
<td>Minimum 10/100 Base-T, auto-sensing, half/full duplex</td>
</tr>
</tbody>
</table>

---

Jaipur Municipal Corporation Greater & Heritage

Section V: PER 130
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IP 5 Mega pixel outdoor IR camera</td>
</tr>
<tr>
<td>2</td>
<td>Image sensor</td>
</tr>
<tr>
<td>3</td>
<td>Total pixels Minimum 3072 x 1728 or equivalent</td>
</tr>
<tr>
<td>4</td>
<td>Power</td>
</tr>
<tr>
<td>5</td>
<td>Power Supply 12 VDC</td>
</tr>
<tr>
<td>6</td>
<td>Power-over-Ethernet Support</td>
</tr>
<tr>
<td>7</td>
<td>Power Consumption Maximum 20 W</td>
</tr>
<tr>
<td>8</td>
<td>PoE IEEE 802.3af / IEEE 802.3at</td>
</tr>
</tbody>
</table>

Video performance

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sensitivity Minimum Color 0.01 lx, 0 lux with IR</td>
</tr>
<tr>
<td>2</td>
<td>Dynamic range 120 dB Wide Dynamic Range (WDR)</td>
</tr>
</tbody>
</table>

Camera: 66 Cameras (Makes should be UL, CE, FCC, BIS certified or approved by engineer in charge) mounted at crucial locations for video surveillance or as per site required:
## Video streaming

<table>
<thead>
<tr>
<th></th>
<th>Video streaming</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Video compression</td>
</tr>
<tr>
<td>2</td>
<td>Streaming</td>
</tr>
<tr>
<td>3</td>
<td>Overall IP Delay</td>
</tr>
<tr>
<td>4</td>
<td>Encoding interval</td>
</tr>
</tbody>
</table>

## Video functions

<table>
<thead>
<tr>
<th></th>
<th>Video functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Day/Night</td>
</tr>
<tr>
<td>2</td>
<td>Adjustable picture settings</td>
</tr>
<tr>
<td>3</td>
<td>White Balance</td>
</tr>
<tr>
<td>4</td>
<td>Contrast enhancement</td>
</tr>
<tr>
<td>5</td>
<td>Privacy Masking</td>
</tr>
<tr>
<td>6</td>
<td>Video Analysis</td>
</tr>
<tr>
<td>7</td>
<td>Shutter</td>
</tr>
<tr>
<td>8</td>
<td>Backlight compensation</td>
</tr>
<tr>
<td>9</td>
<td>Noise reduction</td>
</tr>
<tr>
<td>10</td>
<td>Sharpness</td>
</tr>
<tr>
<td>11</td>
<td>Other functions</td>
</tr>
</tbody>
</table>

## Input/output

<table>
<thead>
<tr>
<th></th>
<th>Input/output</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alarm input</td>
</tr>
<tr>
<td>2</td>
<td>Alarm output</td>
</tr>
</tbody>
</table>

Optical
<table>
<thead>
<tr>
<th></th>
<th>Lens mount</th>
<th>On Board mounted</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Lens type</td>
<td>Varifocal 2.8-12mm with Auto iris</td>
</tr>
<tr>
<td>3</td>
<td>Horizontal field of view</td>
<td>Minimum 90° to 25°</td>
</tr>
</tbody>
</table>

**Network**

<table>
<thead>
<tr>
<th></th>
<th>Protocols</th>
<th>TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Encryption</td>
<td>TLS 1.0 or SSL</td>
</tr>
<tr>
<td>3</td>
<td>Ethernet</td>
<td>Minimum 10/100 Base-T, auto-sensing, half/full duplex</td>
</tr>
<tr>
<td>4</td>
<td>Interoperability</td>
<td>ONVIF Profile S</td>
</tr>
</tbody>
</table>

**Software**

<table>
<thead>
<tr>
<th></th>
<th>Unit Configuration</th>
<th>Viewing Via web browser or Configuration Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Firmware update</td>
<td>Remotely programmable</td>
</tr>
<tr>
<td>3</td>
<td>Software viewer</td>
<td>Web browser or third-party software</td>
</tr>
</tbody>
</table>

**Environmental**

<table>
<thead>
<tr>
<th></th>
<th>Operating Temperature</th>
<th>Minimum -30 °C to +60 °C maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Storage Temperature</td>
<td>Minimum -30 °C to +70 °C maximum</td>
</tr>
<tr>
<td>3</td>
<td>Humidity</td>
<td>Minimum 20% to 90% relative humidity (non-condensing)</td>
</tr>
</tbody>
</table>

**Certifications and approvals**

<table>
<thead>
<tr>
<th></th>
<th>Standards</th>
<th>UL, CE, FCC, BIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>ONVIF conformance</td>
<td>ONVIF S &amp; G Profile</td>
</tr>
</tbody>
</table>

*Storage: 128ch Network Video Recorder (Makes should be UL, CE, FCC, BIS certified or approved by engineer in charge) with 1 month recording*
<table>
<thead>
<tr>
<th>S. No</th>
<th>Minimum Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>IP video input 128 ch upto 12MP resolution supported</td>
</tr>
<tr>
<td>2.</td>
<td>Incoming bandwidth Min. 500 Mbps</td>
</tr>
<tr>
<td>3.</td>
<td>Outgoing bandwidth Min. 500 Mbps</td>
</tr>
<tr>
<td>4.</td>
<td>Recording resolution Upto 12MP</td>
</tr>
<tr>
<td>5.</td>
<td>Video o/p interfaces 2 HDMI port; atleast 1 supporting 4K resolution, 1 VGA port; supporting 2MP resolution</td>
</tr>
<tr>
<td>6.</td>
<td>Audio o/p 1 ch</td>
</tr>
<tr>
<td>7.</td>
<td>Compression technique H.265,H.264</td>
</tr>
<tr>
<td>8.</td>
<td>Live view/Playback resolution Upto 12MP resolution</td>
</tr>
<tr>
<td>9.</td>
<td>Synchronous playback Up to 16 channels</td>
</tr>
<tr>
<td>10.</td>
<td>Smart Playback function Should support Smart search for the selected area in the video and smart playback to improve the playback efficiency</td>
</tr>
<tr>
<td>11.</td>
<td>VCA storage Should support saving the captured VCA Pictures for smart IPC’s VCA detection</td>
</tr>
<tr>
<td>12.</td>
<td>SATA interfaces Hot swappable 16 sata interfaces with each supporting 8TB, should support ANR technology</td>
</tr>
<tr>
<td>13.</td>
<td>Power supply Should Supports redundant power supply to improve the system stability</td>
</tr>
<tr>
<td>14.</td>
<td>HDD Management Should Support HDD quota and group modes; different capacity can be assigned to different channels</td>
</tr>
<tr>
<td>15.</td>
<td>RAID arrays RAID0, RAID1, RAID5, RAID 6, RAID10</td>
</tr>
<tr>
<td>16.</td>
<td>Hot spare function Should support N+1 hotspare function</td>
</tr>
<tr>
<td>18.</td>
<td>Serial interfaces RS-485; Keyboard</td>
</tr>
<tr>
<td>19.</td>
<td>USB interface 3 × USB connectors, with at least 1 USB 3.0</td>
</tr>
<tr>
<td>20.</td>
<td>Alarm i/o 16 i/p and 8 o/p</td>
</tr>
<tr>
<td>21.</td>
<td>Power supply 100 to 240 VAC, 50 to 60 Hz,, Dual Power, Redundant</td>
</tr>
</tbody>
</table>
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

### Parking Display
System should integrate LED displays to communicate the parking slots availability at the parking lot entrance. These displays should be able to display parking offers and advertisements too.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter</th>
<th>Min. Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Estimated LED Life Span</td>
<td>Minimum 100,000 hours</td>
</tr>
<tr>
<td>2</td>
<td>Pixel</td>
<td>Each pixel makes up by 3 in one</td>
</tr>
<tr>
<td>SMD</td>
<td>Pixel Pitch</td>
<td>6 mm</td>
</tr>
<tr>
<td>1</td>
<td>Regulatory Certifications</td>
<td>CE, FCC, UL</td>
</tr>
<tr>
<td>2</td>
<td>Consumption W/m2</td>
<td>750 Max and 250 Typically</td>
</tr>
<tr>
<td>3</td>
<td>Ambient Temperature</td>
<td>-200 C ~ 500 C</td>
</tr>
<tr>
<td>4</td>
<td>Ambient humidity</td>
<td>10% ~ 99%</td>
</tr>
<tr>
<td>5</td>
<td>Display Resolution</td>
<td>160 pixels x 200 pixels</td>
</tr>
<tr>
<td>6</td>
<td>Display size</td>
<td>W 960mm * H 1200 mm</td>
</tr>
<tr>
<td>7</td>
<td>Ingress protection</td>
<td>IP65 Front and IP54 rear</td>
</tr>
<tr>
<td>8</td>
<td>Power supply</td>
<td>100~240 V AC 50/60 Hz</td>
</tr>
<tr>
<td>9</td>
<td>Colours</td>
<td>281 Trillion</td>
</tr>
<tr>
<td>10</td>
<td>Brightness</td>
<td>5000 Nits or higher</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Parking Ticket Dispensing Machine
Parking Ticket Dispensing Machine should print the Parking Ticket with the parking slot number allotted, entry time, duration of stay, rate, unique transaction ID/booking ID and the Vehicle Number Plate on entry.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Min. Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printer</td>
<td>Integrated thermal with graphics capabilities, 18 lines per second, 22, 32, or 42 columns;</td>
</tr>
</tbody>
</table>
40mm paper roll

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Min. Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper</td>
<td>40mm roll: Length: 163mm; Max Width: of 78mm;</td>
</tr>
<tr>
<td>Ingress protection</td>
<td>IP65</td>
</tr>
<tr>
<td>Power supply</td>
<td>110 ~ 240 Voltage</td>
</tr>
<tr>
<td>Push Button</td>
<td>Contact closure/open on press</td>
</tr>
<tr>
<td>Environmental</td>
<td>0° to 50°C (32° to 122°F) operating temperature: 5% to 90% relative humidity, non-condensing Storage temperature: -20° to 60° C / 5% to 90% RH; non-condensing</td>
</tr>
</tbody>
</table>

**Boom Barrier**

Automatic Boom Barriers with inbuilt magnetic loop detector to stop and validate the entry of the vehicle to the parking and exit of the vehicle from the parking.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Min. Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length of the beam with both straight and articulated options</td>
<td>3.5 meter</td>
</tr>
<tr>
<td>Max opening time</td>
<td>2 sec</td>
</tr>
<tr>
<td>Max closing time</td>
<td>2 sec with programmable option</td>
</tr>
<tr>
<td>Duty cycle or % Use frequency</td>
<td>Greater than 70 %</td>
</tr>
<tr>
<td>Power Unit</td>
<td>Electro-mechanical</td>
</tr>
<tr>
<td>Power Consumption Max.</td>
<td>30 W</td>
</tr>
<tr>
<td>Controller board interface</td>
<td>NO/NC / TCP/IP</td>
</tr>
<tr>
<td>Sensing</td>
<td>Photocell based optical sensing and magnetic loop detector</td>
</tr>
<tr>
<td>MCBF (Mean cycle between failure)</td>
<td>8000000 with 3rd party certification</td>
</tr>
<tr>
<td>Input power supply</td>
<td>230 V AC ± 10%, 50/60 Hz</td>
</tr>
<tr>
<td>Ingress protection class</td>
<td>IP 54</td>
</tr>
<tr>
<td>Operating temp</td>
<td>-20 to + 55 Deg C</td>
</tr>
<tr>
<td>Beam type</td>
<td>round or rectangular or octagonal</td>
</tr>
<tr>
<td>Security</td>
<td>Door with security lock</td>
</tr>
<tr>
<td>Manual override</td>
<td>Automatic barrier unlocking device in case of power failure. Opening should be possible by hand as well.</td>
</tr>
<tr>
<td>Safety feature while car under the barrier closing</td>
<td>Reverse on contact or non-contact sensing mechanism, Auto sway away feature</td>
</tr>
</tbody>
</table>
Parking Payment Machine

Payments at parking lots exit are through Parking Ticket Machine. Need to take bank notes, credit cards including Rupay, NFC/EMV, smart cards and debit cards.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Min. Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>400 MHz 32-bit/500 MIPS processor</td>
</tr>
<tr>
<td>Memory</td>
<td>192 MB (128 MB of Flash, 64 MB of SDRAM) standard, designed to support up to 500 MB</td>
</tr>
<tr>
<td>Display</td>
<td>2.8&quot;, 320x240 pixel color TFT (QVGA)</td>
</tr>
<tr>
<td>Mag Stripe Reader</td>
<td>Triple track (tracks 1, 2, 3), high coercivity, bi-directional</td>
</tr>
<tr>
<td>Primary Smart Card</td>
<td>ISO 7816, 1.8V, 3V, 5V; synchronous and asynchronous cards; EMV Approved</td>
</tr>
<tr>
<td>SAM Card Reader</td>
<td>2 Security Access Modules (SAMs)</td>
</tr>
<tr>
<td>Battery</td>
<td>Li-ion 3.6V / 2200mAh (8Wh)</td>
</tr>
<tr>
<td>Keypad</td>
<td>3 x 4 numeric keypad, plus 4, screen-addressable keys and a navigation key</td>
</tr>
<tr>
<td>Peripheral Ports</td>
<td>Single USB connector and Integrated Charging</td>
</tr>
<tr>
<td>Printer</td>
<td>Integrated thermal with graphics capabilities, 18 lines per second, 22, 32, or 42 columns; 40mm paper roll</td>
</tr>
<tr>
<td>Wireless Modem</td>
<td>3G / 4G</td>
</tr>
<tr>
<td>Protocols</td>
<td>Application selects between asynchronous protocols (Visa 1, Visa 2 and others) and synchronous protocols (including ISO 8583/SDLC)</td>
</tr>
<tr>
<td>Security</td>
<td>3DES encryption, Master/Session and DUKPT key management; PCI PTS 3.0 approved</td>
</tr>
<tr>
<td>Printer Paper</td>
<td>40mm roll: Length: 163mm; Max Width: of 78mm;</td>
</tr>
<tr>
<td>Environmental</td>
<td>0° to 50° C (32° to 122° F) operating temperature; 5% to 90% relative humidity, non-condensing Storage temperature: -20° to 60° C / 5% to 90% RH; non-condensing</td>
</tr>
<tr>
<td>Voltage</td>
<td>AC input 100-240 VAC, 50/60 Hz; DC output 5 VDC, 1 Amp</td>
</tr>
<tr>
<td>Contactless Applications</td>
<td>MasterCard Pay Pass M/Chip</td>
</tr>
</tbody>
</table>
Network Switch
A network switch is required to connect the devices at entry and exit.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameters / Features</th>
<th>Minimum Required Specification</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Feature</td>
<td>The switch should be Industrial Grade ruggedized in nature that provides minimum 4 x 10/100 BASETX PoE (15.4W) access ports, additional 2 x 1000 Base-X SFP &amp; 2x 1GE Uplink ports. One (1) ruggedized single mode SFP should be supplied with the switch.</td>
<td>Switch should have non-blocking wire-speed architecture with support for both IPv4 &amp; IPv6 from day one with wire rate switching fabric of minimum 2 Gbps or more. The switch should support backup storage drives, which will store the last known configuration of the switch, in case of hardware failure and replacement, reinserting the storage drive should restore the switch to original working condition without any manual intervention.</td>
</tr>
<tr>
<td>2</td>
<td>Layer 2 Features</td>
<td>802.1Q VLAN on all ports with minimum 2k MAC address</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Spanning Tree Protocol as per IEEE 802.1d, ring protection protocol like REP or equivalent</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Should support Jumbo frames up to 9000 bytes &amp; Link Aggregation Control Protocol (LACP) as per IEEE 802.3ad.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Layer 3 Features</td>
<td>Static, Inter-VLAN routing must be enabled from day one</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Quality of Service (QoS) Features</td>
<td>Switch should support classification and scheduling as per IEEE 802.1P on all ports</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>Section V: Procuring Entity Requirement</strong></td>
<td><strong>RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Jaipur Municipal Corporation Greater &amp; Heritage</strong></td>
<td><strong>Section V: PER 139</strong></td>
<td></td>
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<tr>
<td><strong>5</strong></td>
<td><strong>Security Features</strong></td>
<td>with minimum four egress queues per port</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Switch should support ACLs, Extended IP ACLs, support RADIUS and TACACS+ for access restriction and authentication.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Should support a mechanism to shut down Spanning Tree Protocol Fast-enabled interfaces when BPDUs are received to avoid accidental topology loops.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Switch should support static ARP, Proxy ARP, UDP forwarding and IP source guard, DHCP Snooping, DHCP Option 82, Dynamic ARP Inspection (DAI), IP Source Guard, Network Address Translation, BPDU Guard, Port-Security, DHCP Snooping, 802.1x, 802.1AE, MAC Authentication Bypass, 802.1x Multi-Domain Authentication, Storm Control</td>
<td></td>
</tr>
<tr>
<td><strong>6</strong></td>
<td><strong>Management Features</strong></td>
<td>Switch should be SNMP manageable with support for SNMP Version 1, 2 and 3.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Support for Automatic Quality of Service or equivalent for easy configuration of QoS features for critical applications.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Switch should support PTP, FTP/TFTP</td>
<td></td>
</tr>
<tr>
<td><strong>7</strong></td>
<td><strong>Mechanical Conditions</strong></td>
<td>-5 to +70°C continuous operating temperature range</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Operating relative humidity: 5% to 95% no condensing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Protection Class -minimum IP 30, NEMA TS- 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Switch should support CIP Ethernet/IP, IEEE 1588 PTP</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>EMC interface immunity:</td>
<td></td>
</tr>
</tbody>
</table>
Switch should be EN55024, EN 61000-4-2 Electro Static Discharge, EN 61000-4-5 Surge, EN 61000-4-8 Power Frequency Magnetic Field, EN 61000-4-11 AC Power Voltage

### Parking lot Gateway

<table>
<thead>
<tr>
<th><strong>Minimum Specifications</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Working temperature</strong></td>
</tr>
<tr>
<td><strong>Emission current</strong></td>
</tr>
<tr>
<td><strong>Receiving current</strong></td>
</tr>
<tr>
<td><strong>Antenna</strong></td>
</tr>
<tr>
<td><strong>Receiver sensitivity</strong></td>
</tr>
<tr>
<td><strong>Output power</strong></td>
</tr>
<tr>
<td><strong>Communication range</strong></td>
</tr>
<tr>
<td><strong>Transmission rate</strong></td>
</tr>
<tr>
<td><strong>Working Frequency</strong></td>
</tr>
<tr>
<td><strong>Voltage input</strong></td>
</tr>
<tr>
<td><strong>Special design</strong></td>
</tr>
<tr>
<td><strong>Operating voltage for load control</strong></td>
</tr>
<tr>
<td><strong>IP Grade</strong></td>
</tr>
</tbody>
</table>

### Software

All software used for IPM has to be compatible with the platforms specified in the below table:

<table>
<thead>
<tr>
<th><strong>Software</strong></th>
<th><strong>Specification</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Web Application</td>
<td>Should run on browsers IE 11+, Chrome 45+, Firefox 45+</td>
</tr>
<tr>
<td>Database</td>
<td>Open Source or Enterprise</td>
</tr>
<tr>
<td>Mobile Application</td>
<td>Should run on iOS 9+, Android 5+</td>
</tr>
</tbody>
</table>

**Note:**

1. For all works RUIDP/PWD/A&M technical specifications shall be applicable.
2. The civil and electrical materials shall be supplied/installed/commissioned as per group 1/class A of RUIDP (SOR 2017) and all other items shall be as per Group 1/class A of the prevailing in PWD BSR 2019 Jaipur circle.
3. The quality assurance, quality control plans to be submitted for approval before commencement of works.
Section – V: Procuring Entity Requirement

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.
Section VIA
General Conditions of Contract
Section VI A: General Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

("Copy of appendix XI of PWF&AR, Govt. of Rajasthan effective from 01.07.99 and subsequent addendum dated 19.03.2001 & 29.03.2001 and other amendments up to date. In case of any typographical error or omission or alteration the original version of the same shall be valid.")

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

1. All works, proposed for execution by contract, will be notified in a form of Invitation to tender pasted on public places and on a board hung up in the office and signed by the Chief Engineer or other duly Authorized Engineer.

   The form of invitation to tender will state the work to be carried out, as well as the date for submitting and opening of tenders, and the time allowed for carrying out the work; also the amount of Earnest Money to be deposited with the tender, and the amount of the Security Deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, Designs and drawings and Estimated rates/Scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer, shall also be open for inspection by the contractor at the office of the Chief Engineer or other duly authorized Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must the signed on his behalf, by a person holding a power of attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under Indian Partnership Act, by submitting the copy of registration certificate.

3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent, above or below the rates specified in scheduled G, he is willing to undertake the work. Only one rate of percentage more or less on all the Estimated rates/ Scheduled rates shall be mentioned. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each work. Tenders shall have the name and number of the work, to which they refer, written outside the envelope.

5. The Chief Engineer or other duly authorized Engineer will open the tenders in the presence of any tendering contractor(s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the register of Opening of tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.

6. The Chief Engineer or other duly authorized Engineer shall have the right of rejecting all or any of the tender without assigning any reason.

7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgement of payment to the Chief Engineer or other duly authorized Engineer.
8. The memorandum of work tendered for, the memorandum of materials and of Tools and Plants to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorized Engineer before the tender form is issued.

9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.

10. The Bidder shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender document, drawings or other records connected with the work given to him in form given below. The unsuccessful Bidder shall returned all the drawings given to them.

**Declarations**

“I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.”

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a Bidder voluntarily offers a rebate for payment within a stipulated period, this may be considered.

12. On acceptance of the tender, the name of the accredited representative(s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instructions from the Engineer in charge, shall be communicated to the Engineer-in-charge.

13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.

14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.

15. If on check, there are discrepancies, the following procedure shall be followed:-

(i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.

(ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.

(iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule ‘G’ by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on ‘G’ Schedule rates.

(iv) In case where percentage is given but the ‘above’ or ‘below’ not scored, the tender will be non-responsive.

16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.

17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.

18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is
not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.

19. The tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.

20. The Bidder, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.

21. The Chief Engineer or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the Bidder has quoted his rates before the tender can be considered for acceptance. If the Bidder, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.

22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Name and particular of the Sub-Division / Division, where work is being executed</th>
<th>Amount of work</th>
<th>Position of works in progress</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.

24. All additions, deletions, corrections and overwriting, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.

25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.

26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.

27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.

28. (a) If a Bidder reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.

(b) If a non-Bidder offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.

29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

**GENERAL CONDITIONS OF CONTRACT**

("Copy of appendix XI of PWF&AR, Govt. of Rajasthan effective from 01.07.99 and subsequent addendum up to date. In case of any typographical error or omission or alteration the original version of the same shall be valid.")
**Section VI A: General Conditions of Contract**

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

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**Clause 1: Security Deposit**

“The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills.”

All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the Contractor to the Government, as part of the Security Deposit and the bank goes into liquidation or, for any reason is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand, furnish additional security to the Government to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-Charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid up to the specified date unless extended on demand by the Engineer-in-Charge which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank’s liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Contractor, the Chief Engineer or duly authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

Government is not concerned with any interest accruing to the Contractor on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor.

**Clause 2: Compensation for delay**

The time allowed for carrying out the work as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work is given to the Contractor. If the Contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-Charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the
Section VI A: General Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before ½ of such time has elapsed and 3/4th of work before 3/4th of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below:

<table>
<thead>
<tr>
<th>Time Span of full stipulated period</th>
<th>1/4th</th>
<th>1/2th</th>
<th>3/4th</th>
<th>Full</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work to be completed in terms of money</td>
<td>(Rs.......</td>
<td>(Rs .......</td>
<td>(Rs ......</td>
<td>(Rs ......</td>
</tr>
</tbody>
</table>

| Compensation payable by the contractor for delay attributable to contractor at the stage of: | Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted |
|-------------------------------------| Delay exceeding one fourth period but not exceeding half of the prescribed time span – 5% of the work remained unexecuted. |
| C. | Delay exceeding half of the prescribed but not exceeding three fourth of the time span – 7.5% of the work remained unexecuted |
| C. | Delay exceeding three fourth of the prescribed time span – 10% of the work remained unexecuted |

Note: In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

Following illustration is given:

First time span is 6 months, delay is of 30 days which is split over as under:

5 days (attributable to Government) + 5 days (attributable to contractor) + 5 days (attributable to Government) + 5 days (attributable to contractor)
Total delay is thus clubbed up to 15 days (attributable to Government) and 15 days (attributable to contractor).

The normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5*15/30-1.25% over 30 days without any escalation by competent authority.

Note: The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10 percent of the total value of the work.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the spanwise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one-time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-Charge shall review the progress achieved in every time span, and grant stagewise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in the foregoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall
Section VI A: General Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

Clause 2A: Incentive for Early Completion:

(Added by Order No. F.2.(4) FD/Exp.III/99-II dated: 16.01.2018 Circular No 66/2018 with immediate effect)

In the event that the project (Cost more than Rs. 50 Crore) Completion date occurs prior to the scheduled Completion Date (after taking into account any time extension approved by the competent Authority for delays not attributable to the contractor), the contractor shall be entitled to receive a payment of incentive equivalent to 0.03% (zero point zero three percent) of the Contract Price for each day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 3% (Three percent of the Contract Price). Provided, however, that the payment of incentive, if any, shall be made only after the issue of the completion certificate.

Note: Contract Price for calculation of above incentive means Original Cost of Work, plus Cost of Additional and Extra Items, if any, but excluding price variations/ Escalations granted, if any.

Clause 3: Risk & Cost Clause

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the Contract in any of the following cases:

(i) If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgement of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,

(ii) If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,

(iii) If the contractor commits breach of any of the terms and conditions of this Contract,

(iv) If the contractor commits any acts mentioned in, clause 19 thereof.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Governor of Rajasthan shall have powers:

(a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Divisional Officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
(C) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4: Contractor remains liable to pay compensation, if action not taken under clause 3

(i) In any case in which any of the powers conferred by clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit /Earnest Money/Enlistment security and the liability of the Contractor for past and future compensation shall remain unaffected.

Powers to take possession of, or require removal, sale of Contractor's plant

(ii) In the event of the Engineer-in-Charge putting in force, powers vested in him under the preceding Clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Chief Engineer or duly authorized Engineer (whose certificate thereof, shall be final and conclusive), otherwise the Engineer-in-Charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any requisition, the Chief Engineer or other duly authorized Engineer may remove them at the contractor’s expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Chief Engineer or other duly authorized Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause 5: Extension of time

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-Charge within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.
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Clause 5 A: Monthly Return of Extra Claims

Contractor has to submit a return every month for any work claimed as extra. The Contractor shall deliver the return in the office of the Executive Engineer and obtain Receipt Number of the Receipt Register of the day on or before 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims not included, whatsoever be the circumstances.

Clause 6: Final Certificate

On completion of the work, the contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

Within thirty days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there is no visible defects on the face of the work, shall give the Contractor, a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed.

Clause 7: Payment on Intermediate Certificate to be regarded as advance

No payments shall be made for works estimated to cost less than rupees twenty-five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees twenty-five thousand, the Contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge’s certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.
Clause 7A: Time Limit for Payments of Final Bills

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of three months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8: Bills to be submitted on completion of specified stage of work

In case of Lump Sum contract, bills will be submitted by the contractor on completion of various stages of work as specified in the contract document. The claim as far as admissible, authorized or paid, if possible, before expiry of 10 days from the presentation of the bill. The claims for additions & alterations, if any, may also be included in the bills if their measurements have been recorded and checked.

Clause 8A: Bills to be submitted on completion of specified stage of work

In case of Lump Sum contract, bills will be submitted by the contractor on completion of various stages of work as specified in the contract document. The claim as far as admissible, authorized or paid, if possible, before expiry of 10 days from the presentation of the bill. The claims for additions & alterations, if any, may also be included in the bills if their measurements have been recorded and checked.

Clause 8B: Recovery of Cost of Preparation of the Bill

In case of contractor of class A and AA do not submit the bill within time fixed, the Engineer in Charge may prepare the bill as per the provision of clause 8 of the general conditions of the contract but @ 0.5 % of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

Clause 9: Bills to be on printed forms

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer-in-charge and the charges in the Bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 9A: Payments of Contractor’s Bills to Banks

Payments due to the Contractor may if so desired by him, be made to this Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-Charge[]ian authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favor of the Bank any rights vis-a-vis the Governor.

Clause 10: Stores supplied by Government

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge’s stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge, specified in the schedule or memorandum hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the Contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said schedule or memorandum, may be set off or which
may be deducted from any sum, then due or thereafter become due, to the Contractor under the Contract or otherwise or against or from the Security Deposit or the proceeds of sale, if the same is held in Government securities, the same or sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the contractor, either from Departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be trustee of the Stores/ Materials, so supplied/ procured, and these shall not, on any account, be removed from the site of work and shall be, all times, open to inspection by the Engineer-in-Charge. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional officer’s Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with provision of clause 10 B ibid. But the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, GST, taxes etc., paid by the Contractor, in case of supplies received with the assistance of Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non–supply thereof, all or any such materials and stores.

Clause 10A: Rejection of materials procured by the Contractor

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion, are not in accordance with the specifications and, in case of default, the Engineer-in-Charge shall be at liberty to employ other person(s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-Charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be borne by the Contractor.

Clause 10B: Penal rate in case of excess consumption

The Contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Material Supply and Consumption Statement, in prescribed Form RPWA 35A shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

Clause 10 C: Hire of Plant and Machinery

Special Plant and Machinery, required for execution of the work, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per departmental Rules, as per Schedule annexed to these conditions. Rates of such Plant & Machinery shall be got revised periodically so as to bring them at par with market rate.

Clause 11: Works to be executed in accordance with specifications, Drawings, Orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the Specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings (either designed by department or designed by contractor and approved by Engineer-in-charge during additional execution) and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the Contractor shall, if he so require, be entitled, at his own
expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design, specifications etc. shall be given on each Running Account Bill.

The specifications of work, material, methodology of execution, drawings and designs shall be signed by the Contractor and Engineer-in-charge while executing agreement and shall form part of agreement.

Clause 12:

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 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 are specified in the contract for the work.

(ii) If the rates for the additional, altered or substituted work are 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 cannot be determined in the manner specified in the sub-clauses (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to 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 cannot 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 of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under 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 percentage set out in the tender documents under clause12.A.

For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations:

i. 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.

ii. For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.

iii. For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
iv. For roads, all items of excavation and filling including treatment of sub base and soling work.  

v. For water supply lines, sewer lines underground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.  

vi. For open storm water drains, all items of work except lining of drains.  

vii. 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 contained in Clause 12A.

**Clause 12A:**

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 clause 12 (i) to (iv).

In case of contract substituted items or additional 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 clause 12 above, 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 sub clause (ii) of clause 12 and the Engineer-in-Charge, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. 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 circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling 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 sub-clause(ii) of the preceding clause 12 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in-Charge and the Contractor.

**Clause 13: No compensation for alteration in or restriction of work to be carried out.**

If, at any time after the commencement of the work the Government shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings, and design, and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for Bonafede use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor, provided however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government Stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

**Clause 14: Action and compensation payable in case of bad work**

If, it shall appear to the Chief Engineer or any authorized authority or the Engineer-in-charge or his subordinates in-charge of the work, or to the committee of the retired officers/officers appointed by the State Government for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for
the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, as the case may be, remove the materials or articles, so specified, and provide other proper and suitable materials or articles at his own cost, and in the event of his failing to do so, within a period to be specified by the Engineer-in-Charge in his demand as aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

**Clause 15: Work to be open to inspection: Contractor or his responsible Agent to be present**

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the Engineer-in-charge and his superior officers e.g. Superintending Engineer, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorized agency of the Government and the contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorized agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor’s agent shall be considered to have the same force as if they had been given to the Contractor himself.

**Clause 16: Notice to be given before any work is covered up**

The Contractor shall give not less than 7 days’ notice, in writing, to the Engineer-in-charge or his subordinate-in-Charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge of the work, and if, any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor’s expense or in default, thereof, no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause 17: Contractor liable for damage done and for imperfections**

If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause, whatsoever, or any imperfections become apparent in it, within a period specified in clause 37, after a certificate, final or otherwise of its completion, shall have been given by the Engineer-in-charge, may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the Contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

**Clause 18: Contractor to supply plant, ladders, scaffolding etc.**

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge’s stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the Contract, or referred to in these conditions, or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighting and assisting in the measurement or examination at any
time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the
Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money
due to the Contractor under the Contract, or from his Security Deposit or the proceeds of sale thereof, or a
sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect
the public from accident and shall be bound to bear the expenses of defense of every suit, action or other
proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above
precautions, and to pay any damages and costs which may be awarded in any such suit, action proceeding to
any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any
such person.

Clause 19: Work not to be sub-let, Contract may be rescinded and Security
Deposit and Performance Forfeited for sub-letting, bribing or if Contractor becomes insolvent.

The Contractor shall not be assigned or sublet without the written approval of the Chief Engineer, and if the
contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any
insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe,
gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be
given, promised or offered by the Contractor or any of his servants or agents to any public officer or person, in
the employ of Government, in any way, relating to his office or employment, or if, any such officer or person
shall become, in any way, directly or indirectly, interested in the contract, the Chief Engineer may, thereupon,
by notice, in writing, rescind the contract and Security Deposit of the Contractor shall, thereupon, stand
forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as, if the
contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to
recover or be paid for any work therefore, actually performed under the Contract.

Clause 20: Sums payable by way of compensation to be considered as reasonable
compensation without reference to actual loss

All sums payable by way of compensation under any of these conditions shall be considered as reasonable
compensation to be applied to the use of Government without reference to the actual loss or damage
sustained and whether or not any damage shall have been sustained.

Clause 21: Changes in constitution of firm

Where the Contractor is a partnership firm, the previous approval, in writing, of the Engineer-in-charge shall
be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or
a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the
Contractor enters into any partnership agreement thereunder the partnership firm would have the right to
carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained,
the Contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action
may be taken, and the same consequences shall ensure, as provided in the said clause 19.

Clause 22: Work to be under direction of Engineer-in-charge

All the works, to be executed under the contract, shall be executed under the direction and subject to the
approval, in all respect, of the Engineer-in-charge of the Government of Rajasthan for the time being, who
shall be entitled to direct, at what point or points, and in what manner, they are to be commenced, and from
time to time, carried on.

Clause 23: Standing Committee for Settlement of Disputes

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of
this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either
party then, save in so far, as the decision of any such matter, as herein before provided for, and been so
decided, every such matter constituting a total claim of Rs. 50,000/- or above, whether its decision has been
otherwise provided for and whether it has been finally decided accordingly, or whether the Contract should be
terminated or has been rightly terminated, and as regards the rights or obligations of the parties, as the result
of such termination, shall be referred for decision to the empowered Standing Committee, which would
consist of the followings:-

(i) Secretary, LSG, GoR.
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(ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary.
(iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
(iv) Commissioner Nagar Nigam Jaipur.
(v) Chief Engineer Nagar Nigam Jaipur.

The Engineer-in-charge, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. one Lac) from the Contractor, shall refer the disputes to the committee, within a period of three month from the date of receipt of application. Procedure and Application for referring cases for settlement by the Standing Committee shall be, as given in Form RPWA 90.

Clause 23A: Contractor to indemnify for infringement of Patent or design

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

Clause 24: Imported Store articles to be obtained from Government

The contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles which may be required for the work or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission, in writing, from the Engineer-in-charge, to obtain such stores and articles from else-where. The value of such stores and articles, as may be supplied to the Contractor by the Engineer-in-charge, will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

Clause 25: Lump-sums in estimates

When the estimate, on which a tender is made includes lump sums, in respect of parts of the work, the Contractor shall be entitled to payment in respect of the item of work involved, or the part of the work in question at the same rates, as are payable under the contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.

Clause 26: Action where no Specification

In case of any Class of work for which there is no such specification as is mentioned in the contract document referred in ITB Clause 4.1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 27: Definition of work

The expression “works” or “work” where used in these conditions, shall, unless there be something either in subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27A: Definition of Engineer-in-charge

The term “Engineer-in-charge” means the Divisional officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Governor.
Section VI A: General Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

Clause 28:
It cannot be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

Clause 29: Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the Engineer-in-charge
The rates for several items of works, estimated to cost more than Rs. 1,000/-, agreed within, will be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he may considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29A: Payments at part rates
The rates for several items of works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

Clause 30: Contractors Percentage:
The percentage referred to in the “Tender for works” will be deducted/ added from/ to the gross amount of the bill before deducting the value of any stock issued.

Clause 31: Contractor to adhere to labour laws/regulation
The Contractor shall adhere to the requirements of the Workmen’s Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen’s Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 of the Conditions of Contract.

Note: All contracts with Government shall require registration of workers under the building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provisions of the said Act, in force from time to time.

Clause 32: Withdrawal of work from the Contractor
If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorate progress, think any portion of the work should not be executed or should be withdrawn from the Contractor, he may, by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the Contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

Clause 33:
The Contract includes clearance, leveling and dressing of the site within a distance of 15 meters of the building on all sides except where the building adjoins another building.

Clause 34: Protect works
The Contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-Charge, from time to time. Any damage to the work, so
protected, no matter how it may be caused, shall be made good by the Contractor free of cost. All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-Charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

**Clause 35: Contractor liable for settlement of claims caused by his delays**

If the progress of the work has fallen so much in arrears as to prevent other contractors on the work, from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim, put in by any of these contractors for the expenses of keeping their labour unemployed, to the extent considered reasonable by the Engineer-in-Charge.

**Clause 36A:**

The liability, if any, on account of quarry fees, royalties, Octroi and any other taxes, cess and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

**Clause 36B:**

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Contractor, except where otherwise specifically indicated.

**Clause 36C: Payment of Sales Tax, and any other Taxes**

Royalty or other tax on materials, issued in the process of fulfilling contract, payable to the Government under rules in force, will be paid by the Contractor himself.

**Clause 36D:**

In respect of goods and materials procured by the Contractor, for use in works under the contract, sales tax will be paid by the Contractor himself. But in respect of all such goods manufactured and supplied by the Contractor and works executed under the contract, the responsibility of payment of sales tax would be that of the Engineer-in-charge.

**Clause 37: Refund of Security Deposit**

The Security Deposit will be refunded after the expiry of the period, as prescribed below: -

(a) In case of contracts relating to hiring of trucks and other T&P, transportation including loading, unloading of materials, the amount of Security Deposit is refundable along with the final bill.

(b) **Supplies of material:** As per provisions of G.F.& A.R.

(c) **Ordinary repairs:** 3 months after completion of the work provided the final bill has been paid.

(d) **Original works/special repair works:** Security Deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.

(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 Lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and thereafter 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of Defect Liability period.

**Clause 38: Fair Wage Clause**

(a) The Contractor shall pay not less than fair wages/minimum wages to laboures engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay anything extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

**Explanation:** “Fair Wage” means minimum wages for time or piece work, fixed or revised, by the State Government under Minimum Wages Act, 1948.

(b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid
Section VI A: General Conditions of Contract

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers immediately or directly employed on the work, for the purpose of the Contractor’s part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contract’s Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) Vis-a-Vis the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

Clause 39: Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works:

(a) For works costing Rs. 100 Lac and above – One Graduate Engineer
(b) For works costing between Rs. 50 Lac to Rs. 100 Lac - One qualified diploma holder having experience of not less than 3 years.
(c) For works costing between Rs. 15 Lac and Rs. 50 Lac - One qualified diploma holder

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 39 A:

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 40: Safety code

The Contractor shall follow the safety code(s) of the department and as specified in special conditions of contract.

Clause 41: Near Relatives barred from tendering

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, security deposit and enlistment deposit and work/remaining work may allot to any registered contractor on the same rates as per rules.
Section VI A: General Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

Note: By the term "near relative" is meant wife, husband, parents, and grand-parents, children and grandchildren, brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause 42: Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. This contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 43: Quality Control

The Government shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

Clause 43 A:

The work (whether fully constructed or not) and all materials, machines, tools and plant, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer-in-charge, and a certificate from him, to the effect, obtained.

Clause 44: Death of Contractor

Without prejudice to any of the rights or remedies under the contractor, if the Contractor dies, the legal heirs of the Contractor or the Chief Engineer or duly authorized Engineer shall have the option of terminating the contract without any compensation.

Clause 45: Price Variation Clause:

If, during the progress of the contract of value exceeding Rs. 50.00 Lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 6 months (both the conditions should be fulfilled), the price, of any materials/ diesel and petrol/cement/steel incorporated in the works (not being materials to be supplied by the department) and / or wages of labour increases or decreases, as compared to the price and / or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/ labour/ diesel and petrol/cement/ steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

Increase or decrease in the cost of labour/material/diesel and petrol/cement/steel shall be calculated quarterly in accordance with the following formula: -

\[
V_L = 0.75 \times \frac{P_L \times (I_{L1} - I_{L0})}{100 I_{L0}}
\]

where:
- \(V_L\) = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.
- \(P_L\) = Percentage of labour components.
- \(I_{L0}\) = The average consumer price index for industrial workers (whole sale prices) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).
- \(I_{L1}\) = The average consumer price index for industrial workers (whole sale prices) for the quarter of a calendar year under consideration (as published in Reserve Bank of India Journal /Labour Bureau Simla, for the area).

Note: In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this clause.
Section VI A: General Conditions of Contract

RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

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

\[ V_M = 0.75 \times \frac{P_M (L_{M1} - L_{M0})}{100 L_{M0}} \]

\[ V_M = \text{Increase or decrease in the cost during the quarter under consideration due to change in rates of material.} \]

\[ R = \text{The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.} \]

\[ L_{M0} = \text{The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).} \]

\[ L_{M1} = \text{The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).} \]

\[ P_M = \text{Percentage of material components (excluding materials supplied by the Department).} \]

(C) **Bitumen**

\[ V_b = 0.75 \times \frac{P_b (B_1 - B_0)}{100 B_0} \]

\[ V_b = \text{Increase or decrease in the cost of work during the quarter under consideration due to change in rates for bitumen.} \]

\[ R = \text{The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this Clause.} \]

\[ B_0 = \text{The wholesale price for bitumen on day of opening of tenders/negotiation, as published by the Economic Advisor to Government of India, Ministry of Industry.} \]

\[ B_1 = \text{The average wholesale price index for bitumen for the quarter under consideration as published weekly by Economic Adviser to Govt. of India, Ministry of Industry.} \]

\[ P_b = \text{Percentage of bitumen component excluding bitumen supplied by the department (Specified in the sanctioned estimate of the work).} \]

(D) **Petroleum**

\[ V_f = 0.75 \times \frac{P_f (F_1 - F_0)}{100 F_0} \]

\[ V_f = \text{Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates for fuel and lubricants.} \]

\[ R = \text{The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.} \]

\[ F_0 = \text{The average wholesale price Index of High-speed Diesel (HSD) as published by the Economic Adviser to Govt. of India, Ministry of Industry on the day of opening of tender/negotiations.} \]

\[ F_i = \text{The average wholesale price Index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry.} \]

\[ P_f = \text{Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the departments (Specified in the sanctioned estimate for the work).} \]

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

(E) **Cement**

\[ P_c = (L_{C1} - L_{C0}) \]
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\[ V_c = 0.75 \times \frac{x}{100} \times R \times L_{c0} \]

\( V_c \) = Increase or decrease in the cost of work during the quarter under consideration due to change in rates of cement.

\( R \) = The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this Clause.

\( L_{c0} \) = The average wholesale price index for the quarter in which tenders were opened/ negotiated, as published by the Economic Advisor to Government of India, Ministry of Industry.

\( L_{c1} \) = The average wholesale price index for the quarter under consideration as published weekly by Economic Adviser to Govt. of India, Ministry of Industry

\( P_C \) = Percentage of cement component excluding bitumen supplied by the department.

F) Steel

\[ V_s = 0.75 \times \frac{P_s \times (L_{s1} - L_{s0})}{100 \times L_{s0}} \]

\( V_s \) = Increase or decrease in the cost of work during the quarter under consideration due to change in rates of steel.

\( R \) = The value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this Clause.

\( L_{s0} \) = The average wholesale price index for the quarter in which tenders were opened/ negotiated, as published by the Economic Advisor to Government of India, Ministry of Industry.

\( L_{s1} \) = The average wholesale price index for the quarter under consideration as published weekly by Economic Adviser to Govt. of India, Ministry of Industry

\( P_s \) = Percentage of steel component excluding bitumen supplied by the department.

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

Clause 45A: Price Variation in installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works

In all cases of contracts for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/ components and labour cost as on the date of quotation/ tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula:

\[ P = \frac{P_0}{\frac{45}{100} + MP \times W_o \times W(D) \times W_o(1)} \]

Where:

\( P \) = Price payable as adjusted in accordance with the above price variation formula.

\( P_0 \) = Price quoted/confirmed

\( MP \) = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin. Revised Index Number of Wholesale Prices (Base: 1981-82=100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

\( W_o \) = All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.
The above index number MP & Wo are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.

**MP** = Wholesale Price Index Number of Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin. Revised index number of wholesale prices (Base: 1981-82=100). The applicable wholesale price index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.

**Wo(D)** = All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.

**Wo(1)** = All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100) as published by labour Bureau, Ministry of Labour Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/ progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation) shall be the date on which the work is notified as being completed and is available for inspection/ duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

Note 1. The Wholesale Price Index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Clause, the final index figures shall apply.

Note 2. The sole purpose above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials, under this contract as movables.

Note 3. The indices MP & Wo are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence if required.

**General Conditions for admissibility of Escalation**

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/ steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.

2. The break-up of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been predetermined as below:

<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars</th>
<th>% age</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Labour</td>
<td>30</td>
</tr>
<tr>
<td>(b)</td>
<td>Bitumen</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Petroleum</td>
<td>3</td>
</tr>
<tr>
<td>(d)</td>
<td>Steel</td>
<td>7</td>
</tr>
<tr>
<td>(e)</td>
<td>Cement</td>
<td>5</td>
</tr>
<tr>
<td>(f)</td>
<td>Material</td>
<td>55</td>
</tr>
</tbody>
</table>

3. While allowing price escalation the following shall be deducted from the value of work done (R):

(a) Cost of material supplied by the Department.

(b) Cost of services rendered as per clause 34.

(c) Secured Advance/any advance added earlier but deducted now after work is measured.

(d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.

5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the Bills relevant to any period. The date of completion, as finally reordered by the competent authority in the Measurement Book, shall be the criterion.

6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.

8. If during the progress in respect of contract works stipulated to cost Rs. 50 Lac or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 50 Lac and completion period is more than 6 months, then escalation would be payable only in respect of value of work in excess over Rs. 50 Lac from the date of satisfying both the conditions.

9. Where originally stipulated period is 6 months or less but actual period of execution exceeds beyond 6 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 Lac.

10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally give based upon the price index of that quarter in which such work was required to be done.

11. No claims for price adjustment other than those provided herein, shall be entertained.

12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceed more than Rs. 50 Lac, no escalation is admissible.

13. Similarly, if cost of works increases more than Rs. 50 Lac but completion period including extended period attributable to government is less than 6 months, no escalation is admissible.

14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.

15. Escalation is always payable quarterly and no provisional escalation is payable monthly for fortnightly.

16. In case at the time of executing agreement, both the conditions (completion period 6 months and amount of work Rs. 50 Lac) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to government, both the conditions become fulfilled, in that case the escalation of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 Lac and in period of work beyond 6 months.

17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

18. Price variation clause shall be applicable in case of lump sum contracts estimated cost more than Rs. 100 crores with stipulated completion period of more than 18 months.

19. The components of operation and maintenance (O&M) cost included in the contract price shall not be subject to price variations. The price may be adjusted by the use of prescribed formula (formulae) which breaks down the total price into components.

20. The amount of price variation in case of lump sum contracts will be made by adding or deducting as the case may be, from the payments made at the stage of work specified in the contract documents.
Clause 46: Force-Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

Clause 47: General Discrepancies and Errors

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by Department in the "G" Schedule, the rates as given in the Basic Schedule of Rates of the Department for the area shall be taken as correct.

Clause 48: Post payment Audit & Technical Examination

The Government shall have right to cause an audit and technical examination of the works, and the final bills of the contractor, including all supporting vouchers, abstracts, etc., to be made within 2 years after payment of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract, or any work claimed by him to have been done by him under the Contract and found not to have been executed or executed below specifications, the Contractor shall be liable to refund the amount of over payment, and it shall be lawful for Department to recover the same from him in the manner prescribed in Clause 50 or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the Government to the Contractor.

Clause 48A: Pre-Check or Post Check of Bills

The Government shall have right to provide a system of pre-check of Contractor’s bill by a specified Organization, and payment by an Engineer or an Accounts Officer/sr. Accounts Officer/chief Accounts Officer/finanical Advisor, as the Government may in its absolute discretion prescribe. Any over-payments excess payments detected, as a result of such pre-check or post-check of Contractor’s bills, can be recovered from the Contractor’s bills, in the manner, herein before provided, and the Contractor will refund such over/excess payments.

Clause 48B: Check Measurements

The department reserves to itself, the right to prescribe a scale of check measurement of work, in general, or specific scale for specific works, or by other special orders (about which the decision of the department shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified elsewhere in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 49: Dismantled materials

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government, as per directions, of the Engineer-in-charge.

Clause 50: Recovery from Contractors

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Security Deposit, Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues.

The department shall, further, have the right to effect such recoveries under Public Demand Recovery Act.
**Clause 51: Jurisdiction of Court**

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings under Clause 23 of this Contract.

**Schedule of Materials to be supplied by the Department, if available (Referred to in clause 10)**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Quantity, meters</th>
<th>Rates</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
</tr>
<tr>
<td>2.</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
</tr>
<tr>
<td>3.</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
</tr>
</tbody>
</table>

**Schedule of Machinery/T&P to be supplied by the Department**

The following Machinery/T&P shall be supplied by the Department, if available, to the Contractor, on hire as per “Rules of the Department for supply for machinery and T&P to the Contractor on hire” (Referred in Clause 10 C)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Rate</th>
<th>Place of Delivery and Return</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
</tr>
</tbody>
</table>

**Progress Statement referred to in Clause 2 of Conditions of Contract**

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Date from which the work should be commenced</th>
<th>Date by which the work should be completed</th>
<th>Monthly rate of Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

The contractor has been informed that his tender has been accepted

Dated Signature of Engineer-in-charge

Dated signature of Contractor

**Notes: - For Filling in the Progress Statement Form**

1. Columns 2, 3, and 4 must be initialed and dated by the Contractor
2. Column 4 must be initialed and dated by the Chief Engineer or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in Sub clause(e) of the Memorandum below “Tender for works”.
5. Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
6. The Certificate as to intimation of acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorised Engineer and the Contractor. **Annexure to Appendix XI**

RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS
1. **Short Title:** These regulations may be called "The Rajasthan public Works Department Contractors-LABOUR REGULATIONS".

2. **Definition:** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say :-

3. "Labour" means workers employed by a Rajasthan P.W. Department contractors directly or indirectly through a sub contractor or other person by an agent on his behalf.

4. "Fair Wage" means minimum wages for time or piece work fixed or revised by the state Government under the minimum wages Act 1948.

5. "Contractor" shall include every person whether sub-Contractor or headman or Agent employing labour on the work taken on Contract.

6. "Wages" shall have the same meaning as defined in the payment of Wages Act and includes time and price rate wages.

7. **Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract, display and inconspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.

8. **Payment of Wages:**
   - (i) WAGES DUE TO EVERY WORKER SHALL BE PAID TO HIM DIRECT.
   - (ii) ALL WAGES SHALL BE PAID IN CURRENT COIN OR CURRENCY OR IN BOTH.

9. **Fixation of wage periods:**
   - (iii) THE CONTRACTOR SHALL FIX THE WAGE PERIODS IN RESPECT OF WHICH THE WAGES SHALL BE PAYABLE
   - (iv) NO WAGE PERIOD SHALL EXCEED ONE MONTH
   - (v) WAGES OF EVERY WORKMAN EMPLOYED ON THE CONTRACT SHALL BE PAID BEFORE THE EXPIRY OF TEN DAYS THE LAST DAY OF THE WAGE PERIOD IN RESPECT OF WHICH THE WAGES ARE PAYABLE.
   - (vi) WHEN THE EMPLOYMENT OF ANY WORKER IS TERMINATED BY OR ON BEHALF OF THE CONTRACTOR, THE WAGES EARNED BY HIM SHALL BE PAID BEFORE THE EXPIRY OF THE DAY SUCCEEDING THE ONE ON WHICH HIS EMPLOYMENT IS TERMINATED.
   - (vii) ALL PAYMENTS OF THE WAGES SHALL BE MADE ON A WORKING DAY EXCEPT WHEN THE WORK IS COMPLETED BEFORE THE EXPIRY OF THE WAGE PERIOD, IN WHICH CASE, FINAL PAYMENTS SHALL BE MADE WITHIN 48 HOURS OF THE LAST WORKING DAY.

   **Note:** The term "working day" means a day on which the labour is employed in progress.

10. **Wage Book and Wage Slips etc.:**
   - (i) THE CONTRACTOR SHALL MAINTAIN A WAGE BOOK OF EACH WORKER IN SUCH FORM AS MAY BE CONVENIENT BUT THE SAME SHALL INCLUDE THE FOLLOWING PARTICULARS :-
     - (a) RATE OF DAILY OR MONTHLY WAGES.
     - (b) NATURE OF WORK ON WHICH EMPLOYED.
     - (c) TOTAL NUMBER OF DAYS DURING WAGE PERIOD.
     - (d) TOTAL AMOUNT PAYABLE FOR THE WORK DURING EACH WAGE PERIOD.
     - (e) ALL DEDUCTIONS MADE FROM THE WAGES WITH AN INDICATION IN EACH CASE OF THE GROUND FOR WHICH THE DEDUCTION IS MADE.
(f) **Wages actually paid for each wage period**

(ii) **The contractor shall also maintain a wage slip for each worker employed on the work**

(iii) **The executive engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.**

(iv) **Fines and deductions which may be made from wages:**

(v) (i) **The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following**

(vi) **Fines.**

(vii) **Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.**

(viii) (c) **Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.**

(ix) (I-a) **The Rajasthan Government may, from time to time, allow deductions other than those specified in clause I above.**

(x) **No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.**

(xi) **The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.**

(xii) **No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.**

8. **Register of fines etc:** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.

   The contractor shall maintain both in English and local Indian language, a list approved by the Labour Commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good condition in conspicuous place on the work.

9. **Preservation of Register:** The wage registers the wage card and the register fines deduction; required to be maintained under these regulations, shall be preserved for 6 months after the date of the first entry made in them.

10. **Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.

11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized as aforesaid, shall submit report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors will be made and the wage and other dues be paid to the labour concerned in case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labors will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.

12. **Appeal against the decision of Labour Welfare Officers:** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorized, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.

   12-A. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.
13. Inspection of Wage Books and Slips: The contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorized by the State Government on his behalf.

14. Submission of Returns: The Contractor shall submit periodical returns, as may be specified from time to time.

15. Amendments. The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorized by the State Government in that behalf, shall be final.
Section VI A: General Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

Schedule of Fair Wages to be Given by Executive Engineer
LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

(1) Wilful insubordination or disobedience whether alone or in combination with another. (2) The fraud or dishonesty in connection with the contractors business of property of the Rajasthan P.W.D. (3) Taking or giving bribes or any illegal gratification. (4) Habitual late attendance. (5) Drunkenness, fighting riot or disorderly or indecent behavior. (6) Habitual negligence. (7) Smoking near or around the area where combustible or other materials are stocked. (8) Habitual indiscipline. (9) Causing damage work in progress or to property of the Rajasthan P.W.D. or the contractor. (10) Sleeping on duty. (11) Malinger or sowing down work. (12) Giving of false information regarding name, age, father’s name. (13) Habitual loss of wage cards supplied by the employers. (14) Unauthorized use of employer’s property or manufacturing or making of unauthorized articles at the work places. (15) Bad workmanship in construction and maintenance by skilled workers which is not approved by the department and for which contractors are compelled to undertake rectification. (16) Making false complaints and/or misleading statement. (17) Engaging, in trade within the premises of the establishment. (18) Any delinquency of business affairs of the employers. (19) Collection or canvassing for the collection of an money with the issue of the form prior to the submission to the tender. (20) Threatening or intimidating any workman or employee during the working hours within the premises

Schedule showing (approximately) materials to be supplied from the Public Works Store for work contracted to be executed and the rates of which they are to be charged for

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rates which the materials will be charged to the contractor</th>
<th>Place of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission to the tender.

(Signature of Contractor) (Signature of Engineer)

Progress Statement referred to in Clause 3 of Conditions of Contract

<table>
<thead>
<tr>
<th>Name of Works</th>
<th>Date from which work should be commenced</th>
<th>Date by Which the work should be completed</th>
<th>Monthly Rate of progress</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

The contractor has been informed that his tender has been accepted.

Date: Date

Engineer-in-Charge Contractor

Notes for filling in the Progress Statement form on the last page

1. Columns 2,3 and 4 must be initialed and dated by the contractor.
2. Column 4 must be initialed and dated by the Chief Engineer or other duly authorized Engineer also

Jaipur Municipal Corporation Greater & Heritage  Section VIA GCC29
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor, specified in line 3, clause 2, page 3 of the "condition of contract".

4. The date in column 3 must correspond to the period stated in clause (f) page 2 of the tender.

5. Column 4. This will ordinarily be worked out proportionately; thus, if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000/-. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.

6. The certificate as to intimation acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorized engineer and the contractor.

**Statement of Payment & Recoveries to be attached with the agreement of works**

<table>
<thead>
<tr>
<th>S.No. of Bill</th>
<th>Gross Amount of Bill</th>
<th>Progressive Total Amount of Bill</th>
<th>Material &amp; T&amp;P</th>
<th>Quantity Hours</th>
<th>Amount</th>
<th>SD</th>
<th>Income Tax Deduction</th>
<th>Sales Tax</th>
<th>Royalty</th>
<th>Other Recoveries</th>
<th>Total Recoveries</th>
<th>Net Amount of Payment</th>
<th>C.B.Vr. No. &amp; Date</th>
<th>Dated Initial Of</th>
<th>D.A.O.</th>
<th>EE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4(a)</td>
<td>4(b)</td>
<td>4(c)</td>
<td>4(d)</td>
<td>4(e)</td>
<td>4(f)</td>
<td>4(g)</td>
<td>4(h)</td>
<td>4(i)</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td></td>
</tr>
</tbody>
</table>
SECTION VIB
SPECIAL CONDITION OF CONTRACT
Section VI B: Special Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

The following Particular Conditions of Contract shall complement, amend, supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Definitions
1. The Intended Completion Date will be 2 Year from NTP followed by 5 Years (60 months) of DLP.
   The Start Date is the date as specified in the Notice to Proceed. This is the date when the Contractor can commence work on the Contract, but does not necessarily coincide with Possession Date of all the locations of Site.

2. Interpretation
   Sectional Completion will be not allowed.

3. Language and Law
   The law which shall govern the conduct of the Contract and according to which the Contract shall be construed is that in force in the State of Rajasthan, India. The language of the contract shall be in English.

4. Communications
   Any notification under this Contract shall be served on the party concerned when received by telex, hand delivery, courier delivery, or registered letter at the addresses listed in the Contract Data. Any notification under this Contract shall be served at the addresses provided below:
   Address of the Contractor:
   Name: __________________________
   Address: ________________________
   Address of the Chief Engineer:
   Chief Engineer (designated by Jaipur Municipal Corporation Greater & Heritage),
   Jaipur Municipal Corporation Greater & Heritage,
   Pt. Deendayal Upadhyay Bhawan
   Lal Kothi, Tonk Road, Jaipur -302015

5. Personnel and Equipment
   List of minimum personnel required during execution period:

<table>
<thead>
<tr>
<th>Position</th>
<th>Nos.</th>
<th>Minimum Experience required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>1</td>
<td>Total 15 years with 5 years in similar work</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>1</td>
<td>At least 10 years’ experience with 3 years in similar work</td>
</tr>
<tr>
<td>Quality Assurance cum Site Engineer</td>
<td>1</td>
<td>At least 5 years’ experience</td>
</tr>
</tbody>
</table>

In case the contractor does not engage the staff as specified in this section, the EIC shall deduct amounts as indicated below and shall engage staff on his own:

<table>
<thead>
<tr>
<th>Position</th>
<th>Nos.</th>
<th>Salary to be deducted for each person if not engaged by contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>1</td>
<td>Rs. 1,00,000/- per month</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>1</td>
<td>Rs. 75,000/- per month</td>
</tr>
<tr>
<td>Quality Assurance cum Site Engineer</td>
<td>1</td>
<td>Rs. 50,000/- per month</td>
</tr>
</tbody>
</table>
6. Insurance

The minimum amount of Third-Party Liability insurance cover shall be Rs. 10,00,000 (Rupees ten Lakhs only) per occurrence or event, with the number of occurrences not less than four. The Contractor shall promptly notify the Engineer of each claim made under the Third-Party Liability coverage, and shall renew the Third-Party Insurance after each such occurrence in order to maintain the number of covered occurrences at not less than four.

The minimum coverage against damage to the Works and materials during construction shall be Rs. 5,00,000 (Rupees Five Lakhs only).

7. Possession of Site

The employer will give possession of the sites as elaborated in the Notice to Proceed on the Date of Start as mentioned in NTP. The contractor will not be entitled to any delay or compensation event unless his work as per the agreed “Schedule of Work” is actually held up because of delay in the Employer’s hand over of the site to the contractor. Refer Section V, Work Requirements for further details.

8. The work program shall be given in Inception Report submitted by the Selected Bidder and the same shall be final and binding, once approved by the Engineer. The Contractor shall submit the detailed method statement defining Contractor’s methodology for implementation backed with his proposal for equipment planning & deployment duly supported with broad output calculation. The Drawings for any particular activity shall be issued to the contractor at least 30 days in advance of the schedule date of the start of the activity as per the approved program.

9. The Contractor shall provide an updated Work Program by the last day of each Month, which shall clearly demonstrate the actual progress achieved on each activity, the effect of the progress achieved on the timing of the remaining work, and the proposed changes in activities that will enable the Contractor to complete the Works within the Intended Completion Date. In case the Contractor fails to submit an updated Work Program within this time limit, the Engineer will be entitled to withhold an amount of Rs. 1,00,000/- (Rupees One lakh only) or 1% of the Contract Value (Whichever is more) from the next payment certificate, and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

If in the opinion of the Engineer, the work on site is not progressing satisfactorily in accordance with the mutually agreed “Work Program” and the delay is likely to affect the overall completion of the work within the intended date of completion, he may by a written notice to the Contractor ask him to expedite the works within 15 days suitably to make for deficiencies.

If the contractor fails to take appropriate action in time in pursuance of 10.1, the Engineer may by another notice informs him the components of work that will be carried out by him through another agency in parallel to the other activities being carried out by the contractor at his cost with a view of expediting the works and reducing delays. The value of the work so carried out will be credited to the contractors account, but he will not be responsible for the quality of the said work. The Engineer will recover the cost spent plus 5% for supervision charges from the next bill or

If the contractor fails to take appropriate action in time in pursuance of 10.1, the Engineer may withhold 25% amount of the delayed part of the work from the next running bills, till the contractor achieves the progress as per the agreed Work Plan.

In addition to the Updated Program, Monthly updated progress reports shall be prepared by the
Contractor and submitted to the Engineer in six copies in the first week of every calendar month. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

(a) photographs and detailed descriptions of progress.
(b) charts showing the status of Construction Documents, purchase orders, manufacture and construction;
(c) records of personnel and Contractor's Equipment on Site;
(d) copies of quality assurance documents, test results and certificates of Materials;
(e) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

Comparisons of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects.

11. Identifying Defects:

Unless otherwise indicated elsewhere in the contract, the Quality Assurance and Quality Control (QA/QC) document, as issued by the RUIDP, shall be followed. The Contractor, prior to commencement of permanent works at site shall set up his own laboratory with prior notification to the Employer’s Representative as defined in Section V.

12. Correction of Defects:

(i) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the physical completion date specified in the completion certificate/ taking over certificate. The Defects Liability Period may be extended for as long as Defects remain to be corrected. The Defect Liability Period is 5 year from the date of completion mentioned in the certificate of Completion pursuant to the provisions of Clause 48.

(ii) The Engineer shall certify that all Defects have been corrected. If the Employer considers that correction of a Defect is not essential; he can request the Contractor to submit a quotation for the corresponding reduction in the Works Contract Price. If the Employer accepts the quotation, the corresponding change in the Contract Price is a Variation. The Defects Correction Period is 14 (fourteen) Days from the date of receipt by the Contractor of the Employer’s notice to correct any Defects in the Works.

(iii) If the Contractor has not corrected a Defect within the time specified in the Engineer’s notice, the Engineer may have the defect corrected by other contractor(s) and recover the cost paid for the same plus 5% for supervision charges from any amount due to the contractor.

13. Contract Price

This is a Lump Sum contract on EPC basis.

The Contract Price includes all duties, taxes, royalty, and fees(inclusive of GST) that may be levied in the accordance with the laws and regulations in force as on the Base Date on the Contactor’s equipment, Plant, Materials and supplies to be acquired for the purpose of this Agreement and on the services to be performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement.
14. Payments

The Contract Price shall not be adjusted, except as stated in Price adjustment as per Clause 44.

The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement.

Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for the Works under this Agreement and all things necessary for the Construction, and the remedying of any Defects in the Project.

All payments under this Agreement shall be made in Indian Rupees.

The Authority shall make payments to the Contractor as certified by the Engineer on completion of a stage, as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage. Contractor will be paid as per the Payment Schedule prescribed below:

15. The Bidder shall quote a Consolidated Price.

1 Payments:

Payment shall be made in stages for each component as envisaged as under:

<table>
<thead>
<tr>
<th>Payment Schedule for the turnkey job</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Schedule is in percentage of total amount quoted by contractor for the turnkey job.</td>
<td></td>
</tr>
<tr>
<td>Advance Payment</td>
<td>Nill</td>
</tr>
<tr>
<td>Upon Completion of Excavation up-to design level including pile work</td>
<td>7.50%</td>
</tr>
<tr>
<td>Completion of footing Works</td>
<td>7.50%</td>
</tr>
<tr>
<td>Completion of sidewalls of lower basement.</td>
<td>10.0%</td>
</tr>
<tr>
<td>Completion of roof slab of lower basement</td>
<td>15.0%</td>
</tr>
<tr>
<td>Completion of sidewalls of upper basement.</td>
<td>10.0%</td>
</tr>
<tr>
<td>Completion of roof slab of upper basement</td>
<td>15.0%</td>
</tr>
<tr>
<td>Ventilation, Firefighting &amp; annunciation, lift, PMS</td>
<td>10.0%</td>
</tr>
<tr>
<td>All finishing works including painting, Plastering, MEP etc. in all respect.</td>
<td>10.0%</td>
</tr>
<tr>
<td>Commissioning and Handover.</td>
<td>12.5%</td>
</tr>
<tr>
<td>Horticulture</td>
<td>2.50%</td>
</tr>
<tr>
<td>Total</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

16. Advance Payment

No advance payment shall be admissible.

17. Securities

A performance security shall be provided to the Employer in accordance with the Instructions to Bidders and shall be issued in a form acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable.

If there is no reason to call the performance security, the performance security shall be returned to the Contractor within 60 days of the last Defects Liability Period.
The Employer shall notify the Contractor of any claim made against the institution issuing the performance security.

The Employer may claim against the Amount of Performance Security in full or part may be forfeited in the following cases:

i. When the bidder does not execute the agreement in accordance with ITB Clause 6.3 (signing of Contract) within the specified time, after issue of LOA; or

ii. When the bidder fails to commence the works as per Work Order within the time specified; or

iii. When the bidder fails to complete contracted work satisfactorily within the time specified; or

iv. When any term and condition of the contract is breached; or

v. To adjust any established dues against the bidder from any other contract with the procuring entity; or

vi. If the bidder breaches any provision of the Code of Integrity prescribed for the bidders specified in the Act, Chapter 6 of the rules and this Bidding Document.

vii. If any of the following occurs for 14 days or more-

   a. If the Contractor is in breach of the Contract and the Employer has notified him that he is; and

   b. The Contractor has not paid an amount due to the Employer.

viii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the procuring entity in this regard shall be final.

18. Completion

   (i) “When whole of the work has been substantially completed and have satisfactory passed any Tests on Completion prescribed by the contractor, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due
expedition any outstanding work. The Engineer shall issue a certificate complying completion of the works to the contractor.”

(ii) “If any part of the permanent work has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Completion Certificate in respect of the part of the Permanent Work before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in the part of the Permanent Work during the Defects Notice Period.” Hence the defect liability period starts on the date on which part/substantial completion certificate is issued, for that particular part of the permanent work has been substantially completed.

19 Taking Over

“The Employer shall take over the whole works or section of works within Seven (7) days of issuance of Completion Certificate, as per Clause no 52.1 and 52.2.”

20. Site Environmental Plan (SEP)

The Contractor should prepare a detailed Site Environmental Plan (SEP) as per the Environmental and Social Management Framework and EMP format attached for location/s identified to be potentially impacted such as but not limited to the work site, base camp. The SEP should include arrangement for disposal of sites for excavated materials, sanitary and other waste, storage location for fuel, oil and lubricants, facilities for equipment, labour and housing, among others. The SEP should be reviewed and approved prior to construction activities by the Engineer.


(A) General

i. This section of the Specification sets out limitations on the Contractor's activities specifically intended to protect the environment.

ii. The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on site or off-site are carried out in conformity with statutory and regulatory environmental requirements including those prescribed elsewhere in this document.

iii. The Contractor shall take all measures and precautions to avoid any nuisance or disturbance arising from the execution of the Works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the nuisance once generated.

iv. In the event of any spoil, debris, waste or any deleterious substance from the Site being deposited on any adjacent land, the Contractor shall immediately remove all such material and restore the affected area to its original state to the satisfaction of the Engineer. This should be monitored regularly in accordance with the Environmental Management Plan.

v. During construction, the area should be to avoid trespassing of animals and people. Unauthorized persons should not be allowed within the construction area.

vi. During construction, there should be signs to inform public of on-going work, warning on dangers due to trenches along roads, excavations on different sites.

vii. Contact town authorities to arrange for the use of excavated material where possible, such as in construction projects, to raise the level of land prior to construction of roads or buildings, or to fill previously excavated areas.

viii. Especially for cleaning, desilting, and dredging of drainages: Contact town authorities to arrange for testing and analysis of sludge/excavated materials for hazardous components. If material are hazardous, coordinate with authorities for approved disposal sites;

ix. Prevent generation of dust by removing excavated materials as soon as it is excavated, by loading directly onto trucks and covering with tarpaulins to prevent dust during transportation.

x. All excavation should be done in the dry seasons to avoid any impacts on surface water drainage if water collects in any quantity, it will need to be pumped out, and it should be then be donated to
neighboring farmers to provide a beneficial use to the communities most affected by this aspect of the work.

xi. Plant five (5) trees for every tree to be cut.

xii. Consult town authorities to identify any buildings at risk from vibration damage and avoiding use of pneumatic drills or heavy vehicles in the vicinity.

xiii. Providing wooden bridges for pedestrians and metal sheets for vehicles to allow access across open trenches where required (including access to houses).

xiv. Carefully planning of transportation routes with the municipal authorities to avoid sensitive areas as far as possible, including narrow streets, congested roads, important or fragile buildings and key sites of religious, cultural or tourism importance.

xv. Consulting historical and archaeological authorities at both national and state level to obtain an expert assessment of the archaeological potential of the site. Alternate location should be considered if the area is medium or high risk.

xvi. Developing a protocol in conducting any excavation work to ensure that any chance finds are recognized and measured are taken to ensure they are protected and conserved. This should involve having excavation observed by a person with archaeological field training, stopping work immediately to allow further investigation if any finds are suspected; and calling the state archaeological authority if a find is expected and taking any action they acquire ensuring its removal or protection in situ.

xvii. Living spaces for access between mounds of excavated soil and providing footbridges so that pedestrians can cross open trenches;

xviii. Increasing the workforce in these areas to ensure that work is completed quickly;

(B) Water Quality

i. The Contractor shall prevent any interference with the supply to or abstraction from, and prevent any pollution of, water resources (including underground percolating water) as a result of the execution of the Works.

ii. Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially constructed settlement tanks to permit sedimentation of particulate matter. After settlement, the water may be re-used for dust suppression and rinsing.

iii. All water and other liquid waste products arising on the Site shall be collected and disposed of at a location on or off the Site and in a manner that shall not cause either nuisance or pollution.

iv. The Contractor shall not discharge or deposit any matter arising from the execution of the Works into any waters except with the permission of the Engineer and the regulatory authorities concerned.

v. The Contractor shall at all times ensure that all existing stream courses and drains within, and adjacent to, the Site are kept safe and free from any debris and any materials arising from the Works.

vi. The Contractor shall protect all watercourses, waterways, ditches, canals, drains, lakes and the like from pollution as a result of the execution of the Works.

22. Air Quality

i. The Contractor shall devise and arrange methods of working to minimize dust, gaseous or other airborne emissions and carry out the Works in such a manner as to minimize adverse impacts on air quality.

ii. The Contractor shall utilize effective water sprays during delivery manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with application of sprayed water during dry and windy weather. Stockpiles of material or debris shall be dampened prior to their movement, except where this is contrary to the Specification.

iii. Any vehicle with an open load-carrying area used for transporting potentially dust producing material shall have properly fitting side and tail boards. Materials having the potential to produce dust shall not be loaded to a level higher than the side and tail boards, and shall be covered with a clean tarpaulin in good condition. The tarpaulin shall be properly secured and extend at least 300
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mm over the edges of the side and tail boards.

iv. In the event that the Contractor is permitted to use gravel or earth roads for haulage, he shall provide suitable measures for dust palliation, if these are, in the opinion of the Engineer, necessary. Such measures may include spraying the road surface with water at regular intervals.

23. Noise
i. The Contractor shall consider noise as an environmental constraint in his planning and execution of the Works.
ii. The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the Site shall not cause any unnecessary or excessive noise, taking into account applicable environmental requirements. The Contractor shall use all necessary measures and shall maintain all plant and silencing equipment in good condition so as to minimize the noise emission during construction works.
iii. Using modern vehicles and machinery with standard adaptations to reduce engine and exhaust emissions and ensuring they are maintained to manufactures' specifications.

24. Control of Wastes
i. The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be permitted. Wastes to be controlled shall include, but shall not be limited to, all forms of fuel and engine oils, all types of bitumen, cement, surplus aggregates, gravels, bituminous mixtures, etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Engineer.

25. Emergency Response
i. The Contractor shall plan and provide for remedial measures to be implemented in the event of occurrence of emergencies such as spillages of oil or bitumen or chemicals.
ii. The Contractor shall provide the Engineer with a statement of the measures he intends to implement in the event of such an emergency which shall include a statement of how he intends to provide personnel adequately trained to implement such measures.
iii. Should any pollution arise from the Contractor's activities he shall clean up the affected area immediately at his own cost and to the satisfaction of the Engineer, and shall pay full compensation to any affected party.

26 Protection of Trees and Vegetation

The Contractor shall ensure that no trees or shrubs or waterside vegetation are felled or harmed except for those required to be cleared for execution of the Works. The Contractor shall protect trees and vegetation from damage to the satisfaction of the Engineer. No tree shall be removed without the prior approval of the Engineer and any competent authorities. Should the Contractor become aware during the period of the Contract that any tree or trees designated for clearance have cultural or religious significance he shall immediately inform the Engineer and await his instructions before proceeding with clearance. In the event that trees or other vegetation not designated for clearance are damaged or destroyed, they shall be repaired or replaced to the satisfaction of the Engineer, who shall also impose a penalty to twice the commercial value of any timber affected, as assessed by the Engineer.

27. Water Supply and Electric Power

The Contractor shall make his own arrangements at his own expense for water supply and electric power supply for construction, testing and other purposes. Only clean water free from deleterious

28. Fire Prevention

68.1 The Contractor shall take all precautions necessary to ensure that no vegetation along the line of the road outside the area of the permanent works is affected by fires arising from the execution of the Works. The Contractor shall obtain and follow any instructions of the competent authorities with respect to fire hazard when working in the vicinity of gas installations. Should a fire occur in the natural vegetation or
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plantations adjacent to the road for any reason the Contractor shall immediately suppress it. In the event of any other fire emergency in the vicinity of the Works the Contractor shall render assistance to the civil authorities to the best of his ability. Areas of forest, scrub or plantation damaged by fire considered by the Engineer to have been initiated by the Contractor's staff or labour shall be replanted and otherwise restored to the satisfaction of the Engineer at the Contractor's expense.

29. Fossils

The Contractor shall make his staff available for briefing on archaeological matters as directed by the Engineer.

30. Clearance of Contractor’s Facilities

On or before expiry of the Defects Notice Period the Contractor shall clear away all his temporary facilities including but not limited to offices, camps, storage and holding yards, workshops, crushing and mixing plant, diversion and haul roads so that the land is returned to at least its previous condition and, in the case of agricultural land, potential productivity. Clearance shall include but not be limited to tasks such as the removal of unwanted structures, removal of metallic and concrete debris, removal and disposal of any soil contaminated by diesel, bitumen or other polluting material, ripping to relieve compaction, grading, replacement of topsoil, and turfing and grassing, as appropriate. Where improvements have been made such as land filling or installation of boreholes or construction of boat landings these may be retained subject to the agreement of the landowner. The Employer reserves the right to inspect the site of any facilities established or used by the Contractor in connection with the Works and to undertake any corrective measures necessary to restore the land, and to recover the cost from monies due or to become due to the Contractor.

31. Fair Wages

The Contractor shall pay not less than fair wage/minimum wages to laborer's engaged by him on the work as revised from time to time by the Government of Rajasthan, but the Government shall not be liable to pay anything extra for it except as stipulated in price adjustment clause (Clause 41) of the Contract.

(Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)

The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the laborers have been immediately or directly employed by him.

In respect of all laborers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with, the Public Works Department Contract Labour Regulations' made, or that may be made, by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns, and all other matters of a like nature.

The Engineer shall have the right to deduct, from the money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the Contract for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the Contract or as a result of non-observance of the aforesaid regulations.

Vs-à-Vs the Government of Rajasthan the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-Contractors.

The regulations, aforesaid, shall be deemed to be part of this Contract and any breach thereof, shall be deemed to be breach of the Contract.
32. Safety and Accident Prevention Officer

Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and labour engaged on the Works, local residents in the vicinity of the Works, and the public travelling through the Works. The Contractor shall have on his staff on Site a designated officer qualified to promote and maintain safe working practices. This officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labour in their implementation.

33. Protective Clothing and Footwear

The Contractor shall, at his own expense, provide protective clothing and equipment to all staff and labour engaged on the Works to the satisfaction of the Engineer, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor. Such clothing and equipment shall include, at a minimum, protective footwear for workmen undertaking concrete mixing work, protective footwear and gloves for any workmen performing bituminous paving works, protective footwear, clothing, cream, gauntlet-type gloves, hats, safety glasses or goggles and filter masks for workmen undertaking lime stabilisation works, hard hats for workmen engaged on bridge construction, and otherwise as appropriate to the job in hand and to the Engineer's satisfaction.

Ensuring that all workers are provided with and use appropriate Personal Protective Equipment (PPE), Health and safety training should be conducted for all site personnel; availability of documented procedures to be followed for all site activities; and documentation of work-related accidents;

34. First-Aid Services

The Contractor shall, at his own expense, provide first aid equipment at all camps and work sites to the satisfaction of the Engineer, and shall ensure that at all work sites where 40 or more persons are engaged on the Works there shall at all times be a person qualified in first-aid with access to appropriate first-aid equipment. A first-aid post shall be established at each base camp comprising a suitable room with two beds, washing and examination facilities, appropriate medical supplies, and staffed on a full-time basis by a qualified paramedical attendant.

35. Health and Pests

The Contractor shall at his own expense and throughout the period of the Contract ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements for his staff and labour, and shall comply with all the regulations and requirements of the local health authorities with respect to disease prevention and control. He shall warn his staff and labour of the dangers of communicable diseases including those transmitted by insects, water, faecal/oral contact and sexual activity. The Contractor shall take the precautions necessary to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and minimise the dangers to health and the general nuisance caused by the same. Should malaria or other insect-borne diseases be prevalent in the area, he shall provide his staff and labour with suitable prophylactics, equip living accommodation with screens and bed-nets, and carry out spraying with approved insecticides, as appropriate and to the Engineer's satisfaction.

36. Disorderly Conduct

The Contractor shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same. "Disorderly conduct" shall
include but not be limited to harvesting of natural resources such as firewood or fish by the Contractor's labour when this is done to the detriment of pre-existing local interests.

37. Records of Labour and Accidents
The Contractor shall maintain full records of numbers, working hours and wages of labour, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to the Engineer as he may from time to time prescribe.

38. General
Unless otherwise indicated elsewhere in the Contract, The General Specification for civil works and the Quality Assurance and Quality Control (QAQC) document, as issued by the PMU of RUIDP, shall be followed. The QAQC document of JMC is an integral part of the document and it will be provided with the bid document. A copy of the same shall be made available at the site by the contractor.

39. Site Office for Engineer and Other Supervisory Staff
The Contractor shall arrange to provide office of minimum 100 sq. ft. size as per specification with two tables, four chairs, one steel almirah, sufficient number of display board, telephone etc. fully furnished office accommodation within 15 days from the date of commencement of same and shall become property of the Contractor at the completion of the work. The electrical charges / water charges and all other charges shall be arranged within the area of the work. Approval shall be taken from Engineer prior to making arrangement of the office. The construction of site office and its or maintenance are incidental to the work. The office shall be functional until work is completed. If Engineer found that office arranged by the contractor is not being maintained properly then Engineer has right to deduct a reasonable amount from that payment. In case adequate space is not available for setting up of such office, the Engineer may waive such requirement on being requested by the Contractor, in writing.

40. Field Laboratory
Within 15 (Fifteen) days from the date of commencement of the work, the Contractor shall arrange to provide a 250 sqft. fully furnished and adequately equipped field laboratory as per Specifications and directions of the Engineer, including maintenance of the same. This shall be removed at the completion of the work. All dismantled items of field laboratory and all equipment shall be property of the Contractor at the completion of the work. The Laboratory shall be functional till the work is completed. If Engineer found that Laboratory arranged by the Contractor is not being maintained properly then Engineer has right to deduct a reasonable amount from payment. The construction of Field Laboratory & its maintenance are incidental to the work. Notwithstanding the above, the Engineer may agree to the Contractor’s proposal to use facilities of accredited/ Government laboratories, upon scrutinising the details of such laboratories, submitted by the Contractor. Even in that case also, the Contractor will keep and maintain certain basic equipment at site as mentioned under Section V: Procuring Entity’s Requirement.

The calibration of the laboratory equipments and instruments shall at the initial stage to be certified by agencies approved by the Engineer. Laboratory equipments shall be properly maintained and calibrated throughout the period of the Contract by the Contractor at his own expense. The Contractor shall notify the Engineer in sufficient advance prior to conducting any tests for the materials and work. The Engineer will also inspect the laboratory and the contractor shall provide adequate facilities to the Engineers for his independent verification of the accuracy and adequacy of the facilities.

41. Pre-Construction Inspection, Testing & Review of Data for Materials, Plant & Equipment
The contractor shall place order for the material and the equipment only after the approval of the Engineer. The Contractor shall submit the detailed drawings for the approved manufacturer and the procedure of submission, review and revision shall be specified herein below.
The Contractor shall inform the Engineer about the likely dates of manufacturing, testing and dispatching. The Contractor shall notify the Engineer for Inspection and Testing, at least twenty-eight days prior to packing and shipping and shall supply the manufacturer's test results and quality control certificates. The Engineer will decide whether he or his representative will inspect and test the material/equipment or whether he will approve it on the basis of manufacturer's certificate.

The inspection and test categories shall be applied prior to delivery of the equipment, of various categories as indicated in the technical specifications for each type of the equipment.

**Category A:** The Drawing has to be approved by the Engineer before manufacturing and Testing. The material has to be inspected by the Engineer or by an Inspecting agency approved by the Engineer at the manufacturer's premise before packing and dispatching. The Inspection charges of the agency will be borne by the Employer but the contractor has to pay the inspection charges. The Contractor shall include in their next bill the inspection charges and the same will be reimbursed by the Employer from the provisional Sum. The Contractor shall provide the necessary equipment and facilities for tests and the cost, thereof, shall be borne by the Contractor. In case of failure of any item during third party inspection no charges shall be reimbursed to the contractor for the same.

**Category B:** The drawings of the Equipment have to be submitted and to be approved by the Engineer prior to manufacture. The material has to be tested by the manufacturer and the manufacturer's test certificates are to be submitted and approved by the Engineer before dispatching of the Equipment. Notwithstanding the above, the Engineer, after examination of the test certificates, reserves the right to instruct the Contractor for retesting, if required, in the presence of Contractor's representative.

**Category C:** The material may be manufactured as per standard and delivered to the site. For material / Equipment under category “A” and “B”, the Engineer will provide an authorization for packing and shipping after inspection.

The testing, approval for dispatching shall not absolve of the Contractor's obligation for satisfactory performance of the plant.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Category of inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cement, Steel, Bricks</td>
<td>Category A</td>
</tr>
<tr>
<td>2</td>
<td>Electric Cable, Conductors</td>
<td>Category A</td>
</tr>
<tr>
<td>3</td>
<td>Electric poles</td>
<td>Category A</td>
</tr>
<tr>
<td>4</td>
<td>Bitumen</td>
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</tr>
<tr>
<td>5</td>
<td>Others as directed by Engineer &amp; as mentioned in QA/QC manual</td>
<td>Category A</td>
</tr>
</tbody>
</table>

### 42. Supply of Colored Record Photographs

The Contractor shall, at his own cost, arrange to take colour photographs at various stages / facets of the work including interesting and novel features of the work as directed by the Engineer and supply two copies of colour record photographs mounted in the albums including negatives with specification and these shall be kept by Employer.

### 43. Public Awareness / Information Display

The Contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ banners etc. at selection points of project site giving such information as considered necessary for public awareness/ information/ safety as directed by the Engineer.
44. Contractor’s Responsibilities

The contractor shall promptly inform the Employer and the Engineer of any error, omission, fault, or any other defect in the design or drawings or specification for the works, which he discovers when reviewing the contract documents, or in the process of execution of the works. The Engineer will resolve the ambiguity or correct the error and will notify the contractor of the interpretation to be adopted.

45. Services

Underground and overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost.

The contractor shall be required to carry out removal / shifting of existing utilities at his own cost. The contractor work program shall include this activity. The work shall be carried out under supervision of concerned department. The supervision charges of the line agencies shall be paid by the contractor and shall be reimbursed on actual on submission of receipt.

In cases of utilities to be shifted by Govt. departments, no amount shall be paid extra for shifting/ co-ordination. The employer would provide full support to contractor in coordinating with line agencies; however, no claim on account of delay in shifting of utilities by line department will be admissible.

46. Setting Out

The Contractor(s) shall set out the whole of the work in conjunction with an officer to be deputed by the Engineer and during the progress of the work to amend on the requisition of the Engineer any errors which may arise therein and provide all the necessary labour materials and equipments for so doing. The contractor(s) is/are to provide all tools, plant, machinery, labour and materials (with the exceptions noted in the relevant clauses for issue of departmental materials as per schedule attached) which may be necessary and required for the work. All materials and workmanship shall conform to the relevant specifications mentioned in the tender documents.

During execution of pile foundation, if there is any variation in soil strata which was not anticipated earlier, the matter shall be referred to Engineer – in – charge for review and modification of design by the competent authority, if considered necessary. Time taken in this process is consider in the original completion period, however no claim on account of delay in getting the sanction from competent authority will be admissible.

The contractor shall carryout the detailed topographic survey at site and prepare the pre-commencement survey map for approval of the Engineer’s representatives. Based on the approved Pre-commencement survey map, the contractor will prepare the necessary working drawings for the purpose of execution.

Contractor shall be responsible for taking all traffic block and shutdowns etc. from west central railway authority for execution in railway land / spans. Contractor will get all designs and drawings approved from west central railway authority for all temporary and permanent works of railway land / spans. This will be all incidental to the work. No separate claim on this account shall be payable.

Defect liability period shall be 5 year. Contractor shall furnish an affidavit from the manufacture / supplier firms before actual date of completion.

47. Labor

Engagement of Staff and Labor

a) Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

b) The contractor shall pay equal wages for men and women for work of equal value or type.
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Jaipur Municipal Corporation
Greater & Heritage

Section VIB SCC14

The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.

d) The Contractor shall be responsible for obtaining all necessary permit(s) and/or Visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor’s personnel.

e) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor’s personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

f) Be required to employ atleast 50% of the labour force from communities within a radius of 2kms from the site, if sufficient people are available.

Persons in the Service of Employer
The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer’s Personnel.

Labor Laws

(a) The Contractor shall comply with all the relevant labor Laws applicable to the Contractor’s Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

(b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

c) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Rates of Wages and Conditions of Labour

(a) The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

(b) The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

Working Hours

(a) No work shall be carried out on the Site on locally recognized days of rest, or outside the Normal working hours, which shall be 9.00 AM to 5.00 PM on all days of the week., unless:

(i) otherwise stated in the Contract,
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RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

(ii) the Engineer gives consent, or
(iii) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

(b) If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Engineer's consent thereto, the Engineer shall not unreasonably withhold such consent.

(c) This Sub-Clause shall not apply to any work, which is customarily carried out by rotary or double-shifts.

Facilities for Staff and Labor

(a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

(b) The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

Health and Safety

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

(b) The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

(c) The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

(d) The Contractor shall throughout the contract (including the Defect Liability Period):

(i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Engineer's' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;

(ii) provide male or female condoms for all Site staff and labor as appropriate; and

(iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

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

Funeral Arrangements

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

Records of Contractor’s Personnel

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

Supply of Foodstuffs

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

Supply of Water

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

Measures against Insect and Pest Nuisance

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

Alcoholic Liquor or Drugs

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

Arms and Ammunition

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

Prohibition of All Forms of Forced or Compulsory Labour

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

Prohibition of Harmful Child Labor
Section VI B: Special Conditions of Contract
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

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

48. MONITORING

Provision for regular monitoring will be mcommissade as per the Environmental Management Plan and actions will be taken in case of non-compliance.
SECTION VI C
CONTRACT FORMS
Section- VI C: Contract Forms
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

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1.

Letter of Acceptance
Letter of Acceptance

[on letter head paper of the Procuring Entity]
No. . . . . . . .

D ated . . . . . . .

To: . . . . . . . . . . [name and address of the Contractor] . . . . . . . . . .
Subject:

. . . . . . . . . . [Notification of Award for the Works] . . . . . . . . . .

This is to notify you that your Bid dated . . . . [date] . . . . for execution of the........................ [name of

the contract and identification number, as given in the Contract Data] ....................... for the Accepted
Contract Amount of the equivalent of .....................[.amount in numbers and words and name of currency]

. . . . . . . . ., as corrected and modified in negotiations and in accordance with the Instructions to Bidders
has been accepted by [designation of the Procuring Entity] ……………….. The date of
commencement

and

completion

of

the

Works

shall

be:

…………………………………………………………………………………………
You are requested to furnish the Performance Security/ Performance Security Declaration within
………… Days in the form given in the Contract Forms for the same for an amount equivalent to
Rupees …………… within.............. days of notification of the award valid up to 60 days after the date of
expiry of Defects Liability Period and maintenance period, if applicable, and sign the Contract, failing
which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public
Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature: .................................................................................................................................
Name and Title of Signatory: Commissioner & Administrator Nagar Nigam Jaipur Greater & Heritage,
JMC, Jaipur.
Designation: .................................................................................................................................................

Jaipur Municipal Corporation Greater & Heritage

Section VI C: CF 2


2. Contract Agreement.

**Contract Agreement Works**

THIS AGREEMENT made this … day of …………. 2019, between Government of Rajasthan, represented by the Commissioner & Administrator Nagar Nigam Jaipur Greater & Heritage, JMC (Jaipur Municipal Corporation Greater & Heritage) pt. Deendayal Upadhyay Bhawan Lal Kothi, Tonk Road, Jaipur-302015 (hereinafter “the Employer”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part

and

M/S____________________(Contractor name)_________________ (Contractor address) (hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the Employer desires that the Works known as . . . . . [name of the Contract] . . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ------------------------ in the form of -------------------------(For Jaipur Municipal Corporation Greater & Heritage)

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   a) the Letter of Acceptance;
   b) RFP as uploaded in eproc.rajasthan.gov.in; sppp.rajasthan.gov.in
   c) Any addendum, corrigendum issued.
   d) the Bid of the Contractor as accepted along with the correspondence done on it, if any;

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor Rupees______/ Rupees (word only) + GST as consideration for execution and completion of the Works and the remedying of defects therein, in the manner prescribed by the Contract.

5. All the terms and conditions of NIT____________________, Jaipur will be part of this agreement.

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

Signed by
Commissioner & Administrator
Nagar Nigam Jaipur Greater & Heritage
for and on behalf the Contractor

Witness, Name, Signature, Address

Jaipur Municipal Corporation Greater & Heritage
Section- VI C: Contract Forms
RFP for Underground Multi-Story Parking at Old Aatish Market Tripolia Bazar, Pink City, Jaipur.

Signed by Signed by

3. Performance Security

Performance Security

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

Beneficiary: [Name and Address of Procuring Entity] (Commissioner & Administrator Nagar Nigam Jaipur Greater & Heritage, Jaipur Municipal Corporation Greater & Heritage) ..........................................................

Date: ..................................................................................................................................................

Performance Guarantee No.: ...........................................................................................................

We have been informed that . . . . [name of the Contractor] .......... (hereinafter called “the Contractor”) has entered into Contract No. . . . . [reference number of the Contract] . . . . dated . . . . . . . with you, for the execution of . . . . [name of contract and brief description of Works] ........ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we . . . . [name of the Bank] .......... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* . . . . [amount in figures] . . . . . (Rupees......................... . . . [amount in words] ...........) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity’s written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee. Bank Guarantee submitted against the performance guarantee, shall be unconditional and en-cashable/ invokable at Jaipur.

This guarantee shall expire, no later than the . . . . Day of . . . . ................. **, and any demand for payment under it must be received by us at this office on or before that date.

........................................

Seal of Bank and Authorised Signature(s)

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.

Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in guarantee.
4. Performance Security Declaration (Not Applicable)

Form of Performance Security Declaration

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

Contract Name and No.: [insert name and number of Contract]

To: [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for [insert name of subject matter of procurement].

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract.

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/Guarantee, etc. in accordance with the conditions of the Contract.

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

In the capacity of: [insert legal capacity of person signing the Performance Security Declaration]

Name: [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: [insert complete name and address of the Bidder]

Dated on [insert date of signing]

Corporate Seal [insert corporate seal]
**Tripartite Agreement between Jaipur Smart City Limited, Government Executing Agency/ Line Agency & the Contractor**

This Tripartite Agreement is entered into on this date-------- of ---------- (month)----- (year) for amount of Rs. .................( in numbers) ( in words ) for the Project titled……………………………………………………

**BETWEEN :**

1. Jaipur Smart City Limited (JSCL), represented by its Chief Executive Officer (CEO) and referred to as First Party.
2. ------------------(Name of the Government Agency) represented by its authorised representatives and shall be referred to as Second Party.
3. ----------------------(name of the Contractor) who has been awarded the work by the second party and shall be referred to as third Party.

**WHEREAS**

1. The project work shall be executed as per the provisions of Advisory No. 15 issued by the Ministry of Housing & Urban Affairs (MoHUA) on January 14, 2019.
2. The Executing Agency/Line Agency shall enter into an agreement with the contractor separately and the said agreement shall not be in contradiction to this Tripartite Agreement.

**Obligations of the parties:**

1. **Obligations of the JSCL (First Party):**
   2. Shall, at all times, have the power to monitor and supervise the implementation of the project in accordance with contract conditions and give such directions to the Executing Agency and Contractor as may be necessary for this purpose.
   3. The JSCL agrees to:
      a. Promptly disburse, the amount due and payable after receiving duly verified bills along, with the pass orders from competent authority of executing agency, quality control documents and third party inspection compliance reports.
b. Assist in discharging its obligations under the tender conditions.

2. **Obligations for Executing Agency/Line Agency (Second Party):**

1. Shall execute an agreement with the successful bidder, ensure effective and efficient implementation of the project including supervision, quality control arrangement & mechanism adhering to the rules of financial propriety and schedule of power.

2. Shall execute the works in accordance with the norms and directions issued by GoI/GoR/JSCL from time to time.

3. Shall record all measurements in prescribed formats, duly signed and verified by competent technical officers.

4. Shall be responsible to submit timely bills duly verified & pass orders signed by competent technical and financial authority of the Executing Agency along with the measurement books to the JSCL for payment.

5. Shall maintain complete records of work for the purpose of inspection of any agency authorised by JSCL, GoR, Gol.

6. Shall be responsible to give reply to any queries and audit of all levels during & after completion of work.

7. Shall issue all the relevant certificates as per the rules.

8. Shall be responsible for executing the work on time and also to maintain the created / developed assets during DLP and handover possession to any agency designated by JSCI.

9. The DLP and O&M period mentioned in the tender Document / agreement will not change / get affected due to handing over of assets to agency decided by JSCL/GOR.

10. Shall approve all variations & deviations, time extensions as per the SOP of Executing Agency.

11. Shall execute all the change modifications and alterations suggested by JSCL within the scope of work.

12. Shall get the third party inspection/evaluations done for (a) work execution (b) materials/equipments, from a reputed accredited agency.

13. The Executing agency shall be responsible for the compliance of the third party inspection and shall submit the reports along with the compliance to JSCL.

14. Shall be responsible for compliance of all the conditions of administrative and technical sanctions.
1. **Obligation of the Contractor (Third Party):**
   1. To follow all terms & conditions of contract document.
   2. Timely execution of work as per specifications.
   3. To keep and maintain site record and allow inspection by any person authorised by JSCL/Executing Agency/GoI/GoR and provide full assistance during inspection.
   4. To carry out all changes, modification & alterations desired by Executing Agency & JSCL.
   5. To ensure the compliance of third party inspection and submit compliance report to Executing Agency and JSCL.
   6. Ensure Safety standards and quality controls of works at all times as per the relevant IS Code.

Signature:…………………… Signature:…………………… Signature:……………………

1 Chief Executive Officer
Jaipur Smart City Limited

(First Party)

Name of Witness:

Signature:……………………

Dated:

Place:

Jaipur Municipal Corporation Greater & Heritage
Planning, drawing, design and construction of Underground Multi-Story parking suitable for 284 equivalent ECS including all required component like civil, water supply and sanitary fittings, Electrical, Horticulture, fire fighting and annunciation, Rain water harvesting, solar light, SITC of 12 passenger lift, Basement ventilation, surveillance system and Smart parking management system works as per scope mentioned in section V of bid document on turnkey basis with all safety measures etc. complete Job work including Defect Liability Period of 5 Year from the date of completion of the project. (including GST & other applicable Taxes if any)
APPENDIX XI (continued)

GENERAL RULES AND DIRECTIONS
FOR THE GUIDANCE OF CONTRACTORS

1. All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Chief Engineer or other duly authorised Engineer.

The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the \[xxxxx] Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawing and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorised Engineer during office hours.

2. In the event of tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorising him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.

3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule C, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.

5. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contractors or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders. (Form KPA 20A) In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor who shall sign copies of the specifications and other documents mentioned in Rule 1. In the...
event of a tender being rejected, the Earnest Money forwarded with such unaccepted
tenders shall be returned to the Contractor making the same.

6. The Chief Engineer or other duly authorized Engineer shall have the right of rejecting
all or any of the tender without assigning any reason.

7. The receipt of an Accountant, Cashier or any other official, not authorized to receive
such amount, will not be considered as an acknowledgment of payment to the Chief
Engineer or other duly authorized Engineer.

8. The memorandum of work tendered for, memorandum of materials and of tools and
plant to be supplied by the Department and their rates, shall be filled in and completed
in the office of the Chief Engineer or duly authorized Engineer before the tender form
is issued.

9. If it is found that the tender is not submitted in proper manner, or contains too many
corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-
charge not to consider the tender, forfeit the amount of earnest money and/or delist
the contractor.

10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining
secrecy of the tender documents, drawings or other records connected with the work
given to him in form given below. The unsuccessful tenderers shall return all the
drawings given to them.

Declaración

“We hereby declare that, we shall treat the tender documents, drawings and other
records, connected with the work, as secret confidential documents, and shall not
communicate information derived therefrom to any person other than a person to
whom I/we am are authorized to communicate the same or use the information in any
manner prejudicial to the safety of the same.

11. Any percentage rate tender containing item-wise rates, and any item rate tender
containing percentage rate below or above estimated/scheduled rates, will be
summarily rejected. However, if a tenderer voluntarily offers a rebate for payment
within a stipulated period, this may be considered.

12. On acceptance of the tender, the name of the accredited representative(s) of the
Contractor (with a photograph and signature attested), who would be responsible for
taking instructions from the Engineer in-charge, shall be communicated to the
Engineer-in-charge.

13. Sales tax or any other tax on materials or Income Tax in respect of the contract shall
be governed by Clause 36 A, B and C and D of the Conditions of Contract. Deduction
of Income Tax at source will be made as per provisions of the Income Tax Act, in
force from time to time.

14. The tender to work shall not be witnessed by a Contractor or Contractors who himself
themselves, or have tendered or who may and has have tendered for the same work,
therefore to observe the secrecy of the tenders will tenders of the contractor-witnessing as well as witnessing the tender, liable to summary rejection.
If on check, there are some discrepancies, the following procedure shall be followed:

(i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.

(ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.

(iii) While quoting rates, if rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.

(iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.

16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.

17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.

18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.

19. The tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are final, as such conditional tenders are liable to be rejected.

20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational capacity and working experience to execute the work of the nature and magnitude.

21. The Chief Engineer or other duly authorised Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.

Substituted by Order No. 102/1 (E) 1990 dated 15-5-2004 (Gazette No. 572/2004) with immediate effect
22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Name and particular of the Sub-Division/Division, where work is being executed</th>
<th>Amount of work</th>
<th>Position of works in progress</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

23. The Contractor should quote his rates only in one language i.e., either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lesser of the two shall be treated as the rate quoted by the Contractor.

24. All additions, deletions, corrections and over writings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.

25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.

26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit [(xxxx)] and other action under agreement.

27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.

28. (a) If a tenderer reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically. His earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.

(b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.

29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

---

1 Deleted words: "Performance Guarantee" by Order F.No. 1, 2009 dated 23rd March 2009, Clause No. 12/2011, with immediate effect.
Tender for works

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures), % (as well as in words), percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule 1 in all respect in accordance with such condition so far as applicable.

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

(a) General description of work: ...............................................................
(b) Estimated cost: Rs. .................................................................
(c) Earnest money: Rs. .........................................................@ % for elected contractors outside their zone and % within their zone of enlistment,

(d) Security Deposit:

(i) The security deposit @ 10% of the gross amount of the running but shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, PDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

(ii) However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.

(iii) Bank Guarantee shall be in all cases be payable at the headquarter of the Division or the nearest District Headquarters.

(e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is _ months. Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfend and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs. _ is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the

immediate effect
2. Substantiated by Order No. 1045/F. no. 2099/1-16/2013/Circular No. 12/2013 with immediate effect
Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum \[xxxx\].

Signature of Witness
Witness's address & occupation
Date

The above tender is hereby accepted by me on behalf of the Governor of Rajasthan.

Dated the

_________  Engineer-in-charge

\[1\] Deleted "or should I/We not furnish Performance Guarantee in Cash or in form of Bank Guarantee at the time of execution of agreement, as specified in the above instrument in accordance with Clause 3 of the said Conditions of Contract" by Order No. 2/2000/Expo dated 25.1.2001 (Circular No. 12/2001), with immediate effect.
CONDITIONS OF CONTRACT

Clause 1 : Security Deposit

1[ The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case, earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills.]

All compensation of other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalised/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalised/Scheduled Bank is furnished by the Contractor to the Government, as part of the Security Deposit, and the bank goes into liquidation or, for any reason, is unable to make payment against the said Bank guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand, furnish additional security to the Government to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet

2 Deleted words "Performance Guarantee and/or" by Order No.F.2(14)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.
the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid up to the specified date unless extended on demand by the Engineer-in-charge, which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank’s liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Contractor, the Chief Engineer or duly authority Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

Government is not concerned with any interest accruing to the Contractor on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor.

**Clause 2: Compensation for Delay**

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under he contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below :-

<table>
<thead>
<tr>
<th></th>
<th>1/4th</th>
<th>1/2th</th>
<th>3/4th</th>
<th>Full</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Time Span of full stipulated period</strong></td>
<td>(....days)</td>
<td>(.....days)</td>
<td>(.....days)</td>
<td>(.....days)</td>
</tr>
<tr>
<td><strong>B. Work to be completed in terms of money</strong></td>
<td>1/8th</td>
<td>3/8th</td>
<td>3/4th</td>
<td>Full</td>
</tr>
<tr>
<td></td>
<td>(Rs......)</td>
<td>(Rs......)</td>
<td>(Rs......)</td>
<td>(Rs......)</td>
</tr>
</tbody>
</table>

C. Compensation payable by the contractor for delay attributable to the stage of:

Delay upto one fourth period of the prescribed time span - 2.5% of the work remained unexecuted.

Delay exceeding one fourth period but not exceeding half of the prescribed time span - 5% of the work remained unexecuted.

Delay exceeding half of the prescribed but not exceeding three fourths of the time span - 7.5% of the work remained unexecuted.

Delay exceeding three fourths of the prescribed time span - 10% of the work remained unexecuted.

Note: In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

Following illustrations is given:

(i) First time span is of 6 months, delay is of 30 days which is split over as under:

5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor)

Total delay is thus clubbed to 15 days (attributable to government and 15 days (attributable to contractor).

Total normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5% * 15/30 = 1.25% over 30 days without any escalation by competent authority.

Note: The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10% of the total value of the work.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the spanwise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The Price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-charge shall review the progress achieved in every time span and grant stagewise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this conditions, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

Clause 3: Risk & Cost Clause

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:-

(i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or
(ii) If the Contractor, being a company, shall pass a resolution of the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order,

(iii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order,

(iv) If the Contractor commits any acts mentioned in Clause 19 hereof.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Governor of Rajasthan shall have powers:

(a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract \[\text{xxxx}\] shall be liable to be forfeited and shall be absolutely at the disposal of Government.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this contract. The certificate of the Divisional Officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expense incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(c) After giving notice to the Contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account, whatsoever, or from his Earnest Money, Security Deposit, \[\text{xxxx}\] Enlistment Security or the

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proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4: Contractor remains liable to pay compensation, if action not taken under Clause 3

(i) In any case in which any of the powers conferred by Clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, not with standing, be exercisable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit/Performance Guarantee/Earnest Money/Enlistment security and the liability of the Contractor for past and future compensation shall remain unaffected.

Powers to take possession of, or require removal, sale of Contractor’s Plant.

(ii) In the event of the Engineer-in-charge putting in force, powers vested in him under the preceding Clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof, or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Chief Engineer or duly authorised Engineer (whose certificate thereof, shall be final and conclusive), otherwise the Engineer-in-charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any requisition, the Chief Engineer or other duly authorised Engineer may remove them at the Contractor’s expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Chief Engineer or other duly authorised Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause 5: Extension of Time

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge within 30 days of the date of the hindrance.
on account of which he desires such extension as aforesaid, and the Authority Competent to
grant extension under the rules/delegations of powers or other duly authorised Engineer shall,
if in his opinion, (which shall be final) reasonable grounds be shown for, authorise such
extension of time, if any, as may, in his opinion, be necessary or proper, if the period of
completion of contract expires before the expiry of the period of one month provided in this
Clause, the application for extension shall be made before the expiry of the period stipulated
for completion of the contract. The competent authority shall grant such extension at each
such occasion within a period of 30 days of receipt of application from contractor and shall
not wait for finality of work. Such extensions shall be granted in accordance with provisions
under clause (2) of this agreement.

Clause 5 A: Monthly Return of Extra Claims

Contractor has to submit a return every month for any work claimed as extra. The
Contractor shall deliver the return in the office of the Executive Engineer and obtain Receipt
Number of the Receipt Register of the day on or before 10th day of every month during the
continuance of the work covered by this contract, a return showing details of any work
claimed as extra by the contractor which value shall be based upon the rates and prices
mentioned in the contract or in the Schedule of Rates in force in the District for the time
being. The contractor shall be deemed to have waived all claims, not included in such return,
and will have no right to enforce any such claims not included, whatsoever be the
circumstances.

Clause 6: Final Certificate

On completion of the work, the Contractor shall send a registered notice to the
Engineer-in-charge, giving the date of completion and sending a copy of it to the officer
accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to
give him a certificate of completion, but no such certificate shall be given nor shall the work
be considered to be complete until the contractor shall have removed from the site on which
the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the
dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about
which the work is to be executed or of which he may have possession for the execution
thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements
of this Clause as to removal of scaffolding, surplus materials and rubbish and clearing off dirt
and filling of pits on or before the date fixed for completion of the work, the Engineer-in-
charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and
the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits,
as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred,
and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid,
except for any sum actually realised by the sale thereof. On completion, the work shall be
measured by the Engineer-in-charge himself or through his subordinates, whose
measurements shall be binding and conclusive against the contractor. Provided that, if
subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in-
charge had reason to believe that the measurements taken by his subordinates are not correct,
the Engineer-in-charge shall have the power to cancel the measurements already taken by his
subordinates and acknowledged by the Contractor and to take measurements again, after
giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

Within ten/thirty days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there is no visible defects on the face of the work, shall give the Contractor a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed

(delete whichever is not applicable). (Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other place.)

Clause 7: Payment on Intermediate Certificate to be regarded as advance

No payments shall be made for works estimated to cost less than rupees twenty-five thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees twenty-five thousand, the contractor shall, on submitting the bill therefor, be entitled to receive a monthly payment proportionate to the part thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad sound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge’s certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7 A: Time Limit for Payments of Final Bills

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 6 months from the receipt of
registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8: Bills to be submitted monthly

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorised or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the Contractor in all respects.

Clause 8A: Contractor to be given time to file objection to the Measurements recorded by the Department

Before taking any measurement of any work, as have been referred to in preceding Clauses 6.7 & 8, the Engineer-in-charge or a subordinate, deputed by him, shall give reasonable notice to the Contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge or by the subordinates deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

Clause 8B: Recovery of cost of preparation of the Bill

In case of Contractors of Class "A" and "AA" do not submit the bill within time fixed, the Engineer-in-Charge may prepare the bill as per provision of clause 8 of the Conditions of Contract but deduction @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

Clause 9: Recovery of cost of preparation of the Bill

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 9A: Payments of Contractor's Bills to Banks

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) an authorisation in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever

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possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-à-vis the Governor.

Clause 10: Stores supplied by Government

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if it is required that contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the Performance Guarantee and/or Security Deposit or the proceeds of sale, if the same is held in Government securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be the trustee of the Stores/Materials, so supplied/procured, and these shall not, on any account, be removed from the site of work and shall be, at all times, open to inspection by the Engineer-in-charge. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional Officer's Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 10 B ibid. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being used by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc., paid by the Contractor, in case of supplies received with the assistance of Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.

Clause 10 A: Rejection of materials procured by the Contractor

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion, are not in accordance with the specifications and, in case of default, the Engineer-in-charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-
charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be born by the Contractor.

Clause 10 B: Penal rate in case of excess consumption

The Contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Material Supply and Consumption Statement, in prescribed Form RPWA 33A, shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

Clause 10 C: Hire of Plant and Machinery

Special Plant and Machinery, required for execution of the work, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per departmental Rules, as per Schedule annexed to these conditions. Rates of such Plant & Machinery shall be got revised periodically so as to bring them at par with market rate.

Clause 11: Works to be executed in accordance with Specifications, Drawings, Orders, etc.

The Contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the Specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the Contractor shall, if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design and specifications etc. shall be given on each Running Account Bill.

The specifications of work, material, methodology of execution, drawings and designs shall be signed by the Contractor and Executive Engineer while executing agreement and shall form part of agreement.

Clause 12

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, omissions, additions or substitutions shall not invalidate the contract and any alteration, 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 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 are specified in the contract for the work.

(ii) If the rates for the additional, altered or substituted work are 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 be determined in the manner specified in the sub-clauses (i) to (iii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to 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 of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under 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 percentage set out in the tender documents under clause 12.A.

For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations:

(a) For buildings, compound wall plinth level or 1.2 metres (4 ft.) above ground level wherever 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, walls of water reservoir and the bed of floor level.

(c) For retaining walls, where floor levels is not determinate 1.2 metres above the average ground level or bed level.

(d) For roads, all items of excavation and filling including treatment of sub base and soling work.
(e) For water supply lines, sewer lines under ground storm water draining 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 contained in Clause 12A.

Clause 12A

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 clause 12(i) to (iv).

In case of contract substituted items or additional 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 clause 12 above, 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 sub-clause (ii) of clause 12 and the Engineer-in-Charge, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. 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 circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling 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 sub-clause(ii) of the preceding clause 12 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in-Charge and the Contractor.

Clause 13: No compensation for alterations in or restriction of work to be carried out.

If, at any time after the commencement of the work, the Government shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been
carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailing of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonsaide use and rendered surplus as a result of the abandonment or curtailing of the work or any portion thereof, and taken back by the Contractor; provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government Stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

Clause 14: Action and compensation payable in case of bad work

If, it shall appear to the Chief Engineer or any authorised authority or the Engineer-in-Charge or his subordinates in-charge of the work, or to the committee of retired officers/officers appointed by the State Government for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-Charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, as the case may be, remove the materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost and in the event of his failing to do so, within a period to be specified by the Engineer-in-Charge in his demand, as aforesaid, then the Contractor shall be liable to pay compensation, at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

Clause 15: Work to be open to inspection: Contractor or his responsible Agent to be present

All work, under or in course of execution or executed in pursuance of the contract, shall, at all times, be open to inspection and supervision of the Engineer-in-charge and his superior officers e.g. Superintending Engineer, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorised agency of the Government and the contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorised agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the purpose. Orders given
to the Contractor’s agent shall be considered to have the same force as if they had been given to the Contractor himself.

Clause 16: Notice to be given before any work is covered up

The Contractor shall give not less than 7 days notice, in writing, to the Engineer-in-charge or his subordinate-in-charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge of the work, and if, any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor’s expense or in default thereof, no payment or allowance shall be made for such work, or for the materials, with which the same was executed.

Clause 17: Contractor liable for damage done and for imperfections

If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause, whatsoever, or any imperfections become apparent in it, within a period specified in Clause 37, after a Certificate, final or otherwise of its completion, shall have been given by the Engineer-in-charge, may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the Contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 18: Contractor to supply Plant, Ladders, Scaffolding etc.

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge’s stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to the Contractor, or which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from the Performance Guarantee and or Security Deposit or the proceeds of sale thereof, or a sufficient portion thereof. The
Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

Clause 19: Work not to be sub-let, Contract may be rescinded and Security Deposit and Performance Forfeited for sub-letting, bribing or if Contractor becomes insolvent.

The contract shall not be assigned or sublet without the written approval of the Chief Engineer, and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents, to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Chief Engineer may, thereupon, by notice, in writing, rescind the contract and the Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefor, actually performed under the contract.

Clause 20: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21: Changes in Constitution of firm

Where the Contractor is a partnership firm, the previous approval, in writing, of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensue, as provided in the said clause 19.
Clause 22: Works to be under direction of Engineer-in-charge

All the works, to be executed under the contract, shall be executed under the direction and subject to the approval, in all respect, of the Engineer-in-charge of the Government of Rajasthan for the time being, who shall be entitled to direct, at what point or points, and in what manner, they are to be commenced, and from time to time, carried on.

Clause 23: Standing Committee for Settlement of Disputes

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs. 50,000/- or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated, and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the followings:

(i) Administrative Secretary concerned.
(ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary.
(iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
(iv) Chief Engineer-cum-Addl. Secretary of the concerned department.
(v) Chief Engineer concerned (Member - Secretary)

The Engineer-in-charge, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One lac) from the Contractor, shall refer the disputes to the committee, within a period of one month from the date of receipt of application.

Procedure and Application for referring cases for settlement by the Standing Committee shall be, as given in Form RPWA 90.

Clause 23A: Contractor to indemnify for infringement of Patent or design

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim or proceeding, relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay and royalties, which may be payable in respect of any article or part thereof, included in the contract, in the event of any claims made under or action brought against Government in respect of any such matters, as aforesaid, the Contractor shall be, immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise therefrom provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of

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the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer-in-charge in this behalf.

Clause 24: **Imported Store articles to be obtained from Government.**

The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the work or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission, in writing, from the Engineer-in-charge, to obtain such stores and articles from elsewhere. The value of such stores and articles, as may be supplied to the Contractor by the Engineer-in-charge, will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

Clause 25: **Lump-sums in estimates**

When the estimate, on which a tender is made includes lump sums, in respect of parts of the work, the Contractor shall be entitled to payment in respect of the item of work involved, or the part of the work in question at the same rates, as are payable under the contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.

Clause 26: **Action where no Specification**

In case of any Class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 27: **Definition of work**

The expression "works" or "work" where used in these conditions, shall, unless there be some thing either in subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27 A: **Definition of Engineer-in-charge**

The term "Engineer-in-charge" means the Divisional Officer, who shall supervise, and be in charge of the work, and who shall sign the contract on behalf of the Governor.
Clause 28:

It can not be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

Clause 29: Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the Engineer-in-charge

The rates for several items of works, estimated to cost more than Rs. 1,000/-, agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specification. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29A: Payments at part rates

The rates for several items of works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

Clause 30: Contractor's percentage

The percentage referred to in the 'Tender for works' will be deducted/added from/to the gross amount of the bill before deducting the value of any stock issued.

Clause 31: Contractor to adhere to labour laws/regulation

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 of the Conditions of Contract.

[Note: All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act. Deductions of cess at source will be made as per provisions of the said Act, in force from time to time.]

Clause 32: Withdrawal of work from the Contractor

If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorata progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may, by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, as specified, and the contractor shall not be entitled...

1. Added vide Circular No. 46/2010 dated 28.5.2010 and again substituted vide Circular No. 47/2010 dated 27.7.2010 for - "All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act."
to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

Clause 33:

The contract includes clearance, levelling and dressing of site within a distance of 15 meters of the building on all sides except where the building adjoins another building.

Clause 34: Protect works

The contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost.

All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

Clause 35: Contractor liable for settlement of claims caused by his delays

If the progress of the work has fallen so much in arrears as to prevent other contractors on the work, from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim, put in by any of these contractors for the expenses of keeping their labour unemployed, to the extent considered reasonable by the Engineer-in-charge.

Clause 36 A:

The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

Clause 36 B:

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Contractor, except where otherwise specifically indicated.

Clause 36 C: Payment of Sales Tax and any other Taxes

Royalty or other tax on materials, issued in the process of fulfilling contract, payable to the Government under rules in force, will be paid by the Contractor himself.
Clause 36 D:

In respect of goods and materials procured by the Contractor, for use in works under the contract, sales tax will be paid by the Contractor himself. But in respect of all such goods manufactured and supplied by the Contractor and works executed under the contract, the responsibility of payment of sales tax would be that of the Engineer-in-charge.

Clause 37: Refund of Performance Guarantee and Security Deposit:

The Performance Guarantee and/or Security Deposit will be refunded after the expiry of the period as prescribed below:

(a) In case of contracts relating to hiring of trucks and other T &P transportation including loading, unloading of materials, the amount of Performance Guarantee/Security Deposit is refundable along with the final bill.

(b) Supplies of material: As per provisions of the G.F.& A.R.

(c) Ordinary repairs: 3 months after completion of the work provided the final bill has been paid.

(d) Original works/special repairs works: Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.

(e) In case of PWD original works/special repair works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period at 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.

Clause 38: Fair Wage Clause:

(a) The Contractor shall pay not less than fair wages/minimum wages to labours engaged by him on the works as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised by the State Government under the Minimum Wages Act, 1948.

(b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers, immediately or directly employed on the work, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government from time to time in

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regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(c) Vis-a-Vis the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach thereof, shall be deemed to be breach of the contract.

Clause 39: Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works.

(a) For works costing Rs. 100 lac and above - One Graduate Engineer

(b) For works costing between Rs. 50 lac to Rs. 100 lac - One qualified diploma holder having experience of not less than 3 years.

(c) For works costing between Rs. 15 lac and Rs. 50 lac - One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 39 A:

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued thereunder, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 40: Safety Code

The Contractor shall follow the safety code of the Department.

Clause 41: Near Relatives barred from tendering

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades.
of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts be noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender and the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

Note: By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause 42: Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 43: Quality Control

The Government shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

Clause 43 A:

The work (whether fully constructed or not) and all materials, machines, tools and plant, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer-in-charge, and a certificate from him, to the effect, obtained.

Clause 44: Death of Contractor

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the legal heirs of the Contractor or the Chief Engineer or duly authorised Engineer shall have the option of terminating the contract without any compensation.

Clause 45: Price Variation Clause

If, during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 3[3 months] (both the conditions should be fulfilled), the price,  


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of any materials/bitumen/diesel and petrol/cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/labour/bitumen/diesel and petrol/cement/steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

"[Increase or decrease in the cost of labour/material/diesel and petrol/cement/steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-]

(A) **Labour**

\[
V_L = 0.75 \times \frac{P_L}{100} \times \frac{(I_{L1} - I_{L0})}{R} \times \frac{I_{L0}}{I_{L1}}
\]

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

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

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

\(I_{L1}\) = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

\(P_L\) = Percentage of labour components.

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

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

\[
V_M = 0.75 \times \frac{P_M}{100} \times \frac{(L_{M1} - L_{M0})}{R} \times \frac{L_{M0}}{L_{M1}}
\]

\(V_M\) = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for material.

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

\( L_{MB} \) = The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).

\( L_{MI} \) = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).

\( P_m \) = Percentage of material components (excluding materials supplied by the Department).

(C) **Bitumen**

\[
V_b = \frac{0.85 \times (B_t - B_o)}{100 \times B_o}
\]

\( V_b \) = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.

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

\( B_o \) = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

\( B_t \) = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

\( P_b \) = Percentage of bitumen component of the work.]

(D) **Petroleum**

\[
V_r = \frac{0.75 \times (F_t - F_o)}{100 \times F_o}
\]

\( V_r \) = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for fuel and lubricants.

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

\( F_o \) = The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.

\( F_t \) = The average wholesale price Index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

\( P_r \) = Percentage of fuel and lubricants components excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

\( R \) = Total work done during the quarter as prescribed under this clause.

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

(E) **Cement**

\[
V_c = \frac{0.75 \times (L_{C1} - L_{C0})}{100 \times L_{C0}}
\]

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1. Added by Order No.F.2(49)FD/Exp.11291 dated 13.7.2006 (Cir. No.16/2006) with immediate effect.
\( V_C = \) Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of cement.

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

\( L_{CD} = \) The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).

\( L_{CI} = \) The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

\( P_C = \) Percentage of cement components (excluding cement supplied by the Department).

\[ P_S = 0.75 \times \frac{(L_{SI} - L_{S6})}{100} \times R \times L_{S6} \]

\( V_S = \) Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of steel.

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

\( L_{S6} = \) The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).

\( L_{SI} = \) The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

\( P_S = \) Percentage of steel components (excluding steel supplied by the Department).

Clause 45A: Price Variation in installation of elevators, supply/installation of Centrally Air Conditioning and Central Evaporating Cooling Works.

In all cases of contracts for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with the following formula.

\[ P = \frac{P_0}{100} \times (15 + \frac{MP}{55} + \frac{W_0(D)}{15} + \frac{W_0(1)}{15}) \]

Where:

\( D = \) Price payable as adjusted in accordance with the above price variation formula.

\( P_0 = \) Price quoted/confirmed.

\( MP_0 = \) Wholesale Price Index Number for metal product as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin. Revised Index Number of Wholesale Prices (Base: 1981 - 82=100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.
\[ W_{n} = \text{All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.}\]

The above index number MPO & Wo are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.

\[ MP = \text{Wholesale Price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised Index Number of wholesale prices (Base: 1981-82=100). The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.}\]

\[ W_{o}(D) = \text{All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.}\]

\[ W_{o}(1) = \text{All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.}\]

Note-1 The Wholesale Price index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Clause, the final index figures shall apply.

Note-2 The sole purpose of the above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this contract as movables.

Note-3 The indices MP & Wo are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.
General Conditions for admissibility of Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.

2. The breakup of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been pre-determined as below:-
   (a) Labour------------------------------------------percent
   (b) Material------------------------------------------percent
   (c) Bitumen------------------------------------------percent
   (d) Diesel and Petrol--------------------------percent
   (e) Cement------------------------------------------percent
   (f) Steel------------------------------------------percent

   Total------------------------------------------100%

3. While allowing price escalation the following shall be deducted from the value of work done (R):
   (a) Cost of material supplied by the Department.
   (b) Cost of services rendered as per Clause 34.
   (c) Secured Advance/any advance added earlier but deducted now after work is measured.
   (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.

4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.

5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book, shall be the criterion.

6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.

8. If during the progress in respect of contract works stipulated to cost 1[Rs.50 lacs] or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 100 lac and completion period is more than 1[6 months] then

1 Substituted by Order No.7:2(J)FD/Exp.01/99 dated 13.3.2006 (Ctn. No.26/2006) with immediate effect.
escalation would be payable only in respect of value of work in excess over ₹50 lacs, from the date of satisfying both the conditions.

9. Where originally stipulated period is 6 months or less but the actual period of execution exceeds beyond 6 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than ₹50 lacs.

10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.

11. No claims for price adjustment other than those provided herein, shall be entertained.

12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceed more than ₹50 lacs, no escalation is admissible.

13. Similarly, if cost of works increases more than ₹50 lacs but completion period including extended period attributable to Government is less than 6 months, no escalation is admissible.

14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.

15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.

16. In case at the time of executing agreement, both the conditions (completion period 6 months and amount of work ₹50 lacs) for admissibility of price escalation are not fulfilled and subsequent due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond ₹50 lacs and in period of work beyond 6 months.

17. The contractor shall for the purpose of this condition keep such books of account and other documents as may be necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require any documents or other information as the Engineer-in-charge may require.

Clause 46: Force Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

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1. Substituted by Order No. F.2 (4) FD : Exp-III/69 dated 13.7.69 (Cir. No. 2620/69) with immediate effect.

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Clause 47: General Discrepancies and Errors

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the Department in the “G” Schedule, the rates as given in the Basic Schedule of Rates of the Department for the area shall be taken as correct.

Clause 48: Post payment Audit & Technical Examination

The Government shall have right to cause an audit and technical examination of the works, and the final bills of the contractor, including all supporting vouchers, abstracts etc., to be made within 2 years after payment of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract, or any work claimed by him to have been done by him under the contract and found not to have been executed or executed below specifications, the Contractor shall be liable to refund the amount of over payment, and it shall be lawful for Department to recover the same from him in the manner prescribed in Clause 50 or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the Government to the Contractor.

Clause 48 A: Pre Check or Post Check of Bills

The Government shall have right to provide a system of pre-check of Contractor’s bills by a specified Organisation, and payment by an Engineer or an Accounts Officer/Sr. Accounts Officer/ Chief Accounts Officer/ Financial Advisor, as the Government may in its absolute discretion prescribe. Any over-payments/ excess payments detected, as a result of such pre-check or post-check of Contractor’s bills, can be recovered from the Contractor’s bills, in the manner, herein before provided, and the Contractor will refund such over/excess payments.

Clause 48 B: Check Measurements

The department reserves to itself, the right to prescribe a scale of check measurement of work, in general, or specific scale for specific works, or by other special orders (about which the decision of the department shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 49: Dismantled Materials

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government, as per directions, of the Engineer-in-charge.
Clause 50: **Recovery from Contractors**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole, the Performance Guarantee and/or Security Deposit, Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining due.

The department shall, further, have the right to effect such recoveries under Public Demands Recovery Act.

**Clause 51: Jurisdiction of Court**

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings under Clause 23 of this Contract.

**Schedule of Materials to be supplied by the Department, if available**

(Referred to in Clause 10)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Quantity</th>
<th>Rates</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit</td>
<td>Rupees</td>
</tr>
</tbody>
</table>

**Schedule of Machinery/T & P to be supplied by the Department**

The following Machinery/T & P shall be supplied by the Department, if available to the Contractor, on hire as per "Rules of the Department for supply for machinery and T & P to the Contractors on hire"

(Referred to in Clause 10 C)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Rate</th>
<th>Place of Delivery and Return</th>
</tr>
</thead>
</table>
# Progress Statement referred to in Clause 2 of Conditions of Contract

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Date from which the work should be commenced</th>
<th>Date by which the work should be completed</th>
<th>Monthly rate of Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Contractor has been informed that his tender has been accepted

Dated Signature of Engineer-in-charge

Dated signature of Contractor

Notes :- For Filling in the Progress Statement Form

1. Columns 2, 3, and 4 must be initialled and dated by the Contractor.

2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised Engineer also.

3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.

4. The date in column 3 must correspond to the period stated in Sub clause (e) of the Memorandum below “Tender for works”.

5. Column 4. This will ordinarily be worked out proportionately: thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.

6. The Certificate as to intimation of acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorised Engineer and the Contractor.
ANNEXURE TO APPENDIX XI

RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS
LABOUR REGULATIONS

1. **Short title:** These regulations may be called "The Rajasthan Public Works Department Contractor's Labour Regulations."

2. **Definition:** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say:-

   (i) "Labour" means workers employed by a Rajasthan P.W. Department contractor directly, or indirectly through a sub-contractor or other person or by an agent on his behalf.

   (ii) "Fair Wage" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.

   (iii) "Contractor" shall include every person whether sub-contractor or headmen or Agent employing labour on the work taken on contract.

   (iv) "Wages" shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.

3. **Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and inconspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.

4. **Payment of Wages:**

   (i) Wages due to every worker shall be paid to him direct.

   (ii) All wages shall be paid in current coin or currency or in both.

5. **Fixation of wage periods:**

   (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.

   (ii) No wage period shall exceed one month

   (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
(iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.

Note: The term "working day" means a day on which the labour is employed in progress.

6. **Wage Book and Wage Slips etc.**

   (i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars:

   (a) Rate of daily or monthly wages.
   (b) Nature of work on which employed.
   (c) Total number of days worked during each wage period.
   (d) Total amount payable for the work during each wage period.
   (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
   (f) Wages actually paid for each wage period.

   (ii) The contractor shall also maintain a wage slip for each worker employed on the work.

   (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wage slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

(7) **Fines and deductions which may be made from wages**

   (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following:

   (a) Fines.
   (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
   (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
   (i-a) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause (i) above.
   (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.
(iii) 'The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupees of the wage payable to him in respect of that wage period.

(iv) No fine imposed on any worker shall be recovered from him by instalments or after the expiry of 60 days from the date on which it was imposed.

8. **Register of fines etc.**: The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.

The Contractor shall maintain both in English and local Indian Language, a list approved by the Labour Commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.

9. **Preservation of Register**: The wage register, the wage card and the register of fines deductions required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.

10. **Powers of Labour Welfare Officer to make investigation of enquiry**: The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.

11. **Report of Labour Welfare Officer**: The Labour Welfare Officer or other person, authorized as aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned. In case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.

12. **Appeal against the decision of Labour Welfare Officers**: Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorised, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.

12-A. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.

13. **Inspection of Wage Books and Slips**: The Contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or
to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.

14. Submission of Returns: The Contractor shall submit periodical returns, as may be specified from time to time.

15. Amendments: The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorised by the State Government in that behalf, shall be final.
SCHEDULE OF FAIR WAGE TO BE GIVEN
BY EXECUTIVE ENGINEER

LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

1. Willful insubordination or disobedience whether alone or in combination with another.
2. The fraud or dishonesty in connection with the contractor's business or property of the Rajasthan P.W.D.
3. Taking or giving bribes or any illegal gratification.
4. Habitual late attendance.
5. Drunkenness, fighting, riot or disorderly or indecent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are stocked.
8. Habitual indiscipline.
9. Causing damage work in progress or to property of the Rajasthan P.W.D. or the contractor.
10. Sleeping on duty.
11. Malingering or sewing down work.
12. Giving of false information regarding name, age, father's name.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property or manufacturing or making of unauthorized articles at the work places.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the department and for which contractors are compelled to undertake rectification.
16. Making false complaints and/or misleading statement.
17. Engaging in trade within the premises of the establishment.
18. Any delinquency of business affairs of the employers.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
20. Holding meeting inside the premises without previous sanction of the employer.
21. Threatening or intimidating any workman or employee during the working hours within the premises.
Schedule showing (approximately) materials to be supplied from the Public Works Store for work contracted to be executed and the rates of which they are to be charged for

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rates which the materials will be charged to the contractor</th>
<th>Place of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doors, with Chowkhas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----- do -----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows with Chowkhas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----- do -----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Shapes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----- do -----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bars, Mild Steel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheets plain, G.I.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----- do -----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corrugated G.I. etng, Wire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belts Tower</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----- do -----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Locks, Mortice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----- do -----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rim</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hinges, Butt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----- do -----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hinges, Spring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement, Portland</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission to the tender.

(Signature of Contractor)  (Signature of Engineer)
Progress Statement referred to in Clause 3 of Conditions of Contract

<table>
<thead>
<tr>
<th>Name of Works</th>
<th>Date from which the work should be commenced</th>
<th>Date by which the work should be completed</th>
<th>Monthly rate of progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

The contractor has been informed that his tender has been accepted.

Date: 
Engineer-in-charge

Date: 
Contractor

NOTES FOR FILLING IN THE PROGRESS STATEMENT FORM ON THE LAST PAGE

1. Columns 2, 3 and 4 must be initialled and dated by the contractor.
2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor specified in line 3, clause 2, page 3 of the "conditions of contract".
4. The date in column 3 must correspond to the period stated in clause (f) page 2, of the tender.
5. Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
6. The certificate as to intimation acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorised Engineer and the contractor.
APPENDIX XII
(See Rules 636 and 637).

Detailed procedure to be followed by the P.W. Divisions (within the Jurisdiction of the same Accountant General, for the settlement of Inter-divisional transactions by Cheques/Bank Drafts. (The forms mentioned below are those appended to this Appendix).

I - Originating Debts : (In force upto ..................)

(1) Action in the Division in which the transaction takes place:

All transactions relating to services rendered or supplies made by the Division, should be classified under the Head "8658-Suspense Account-Cash Settlement-Suspense Account". These transactions, as and when they take place (at the end of the month in the case of Stock transactions), should be posted in a "Division wise Register of Transactions Adjusted" under the Head "Cash Settlement Suspense Account" in Form-1. On closing the monthly accounts of the Division, a copy of Part I of Form I (which will have inter-leaved perforated copies to be posted by carbon process) should be sent to the Division concerned supported by all relevant vouchers (except those for work done see Rule 642 (b)) and the receipt of the Cheque/Bank Draft should be watched through the Register referred to above. The Cheque/Bank Draft, when received, should be entered on the receipt side of the cash book of the Division, the entry being classified as Minus Debit to the Head "Cash Settlement Suspen$e Account" thus clearing the original debit under this head and deposited into Treasuries. In the Divisional Cash Book the remittance of Cheque/Bank Draft into the Treasury will be charged off as a Debit under "P.W. Remittances-I-Remittances into Treasuries".

(2) Action in the responding Division:

Immediately on receipt of the copy of Form I from the originating Division, the responding Division should check that the connected vouchers (except those for work done) have been duly received. The same should, then, be entered in the "Register of Claims Received" in Form 3 and urgent arrangement made to obtain and send the Cheque or Bank Draft with a distinct marking "Payment by Book Adjustment only" alongwith a forwarding letter in Form 4. On the cheque being issued, the entry will appear on the payment side of the Divisional Cash Book as Debit to the Head "5658-Suspense Accounts-Material Purchase Settlement-Suspense Account" in the case of stores received, thus clearing the original Minus Debit afforded to this head on receipt of the stores by debit to "Stock" or "work" concerned, as the case may be.

It should be ensured that the dispatch of the Cheque/Bank Draft is not delayed beyond ten days of the receipt of the account. For this purpose, the Divisional Officer should arrange to have the detailed verification of the claim completed well within this period. In order to ensure smooth working all around, the Cheque/Bank Draft should always be for the full amount claimed by the Division. In case where some mistake in calculation etc. is detected in the course of check of the Account or an item clearly pertaining to another Division has been wrongly included in the Account, the Cheque/Bank Draft should be sent for the full amount and the discrepancies should be
simultaneously pointed out to the originating Division. Such items should be redepited to the Division concerned by including them in the next monthly account to be sent to the latter along with the supporting vouchers, if any.

Note-1 In cases where payments are to be made at a treasury with which the Division is not in account, the settlement should be made by Bank Draft.

Note-2 Since the facility of cash settlement will be available to both the parties to a transaction, the Divisional Officer, to whom the supplies are made or on whose behalf the services are rendered, will make payments only on receipt of a claim from the other Division. In other words, the Divisional Officers will not be responsible for the settlement of both outward and inward claims (i.e. net amount of credit and debit transactions).

(3) Clearance of the balance under Cash Settlement Suspense Account:

The transactions under this "Suspense" Head should be abstracted in part II of the Division-wise Register (Form 1) and the figures of monthly debits and credits agreed with those shown in the Monthly Account. At the close of the year, there should normally be no balance under this "Suspense" head. With this object in view, a vigilant watch should be kept over the outstanding towards the close of the year and steps taken to have such transactions settled by the 31st March. The Register should be reviewed by the Divisional Officer monthly with a view to see that the settlements are not unduly delayed.

In order to ensure that the outstanding at the close of the year are reduced to the minimum, the transactions occurring in March may be settled in stages as indicated below:

| (a) Transactions taking place during the period from 1st to 15th March. | Claims to be preferred before 20th March |
| (b) Transactions taking place during the period from 16th to 23rd March. | Claims to be preferred before 25th March |

Note: Though the stock accounts are normally closed at the end of the month, the Abstracts of stock Receipts and Issues may be prepared and closed in stages, so as to ensure that the stock transactions pertaining to March are also settled in stages as indicated above.

(4) Review of Registers:

The Division-wise Register of transactions adjusted under the head "Cash Settlement Suspense Account" and the Register of claim Received, should be submitted to the Divisional Officer monthly to enable him to see that

(a) The Registers are properly maintained.
(b) There are no inward claims outstanding for more than 10 days without sufficient reasons, and
(c) Prompt action is taken by the office to send the outward claims.
II. Settlement of Inter-Divisional transactions Consequent on Advance payments by Cheque/Bank Drafts by Indenting Divisions
(See Rule 637)

With effect from ......... all inter-divisional transactions on account of stores supplied, services rendered or works executed, the system of advance payment by the Indenting Division will be followed subject to the observance of the following procedure:

1) The Divisions which want the stores supplied, services to be rendered or works to be executed, after obtaining the proforma invoice for supply of stores/rendering of services, etc. will be required to make advance payment. The expenditure will be debited by the said Division under a new Sub-Head "Stores/Services Advance" under the Minor Head "Suspense" or Sub-Head "Works" below Revenue or Capital Major Heads concerned by notionally reducing the budget provision to the extent of advance payment. Such advance payments made to other Divisions will not be mixed up with advance payments to the Contractors/Suppliers.

2) Supplying Division, on receipt of the Cheque/Bank Draft, should Minus Debit the same under a new sub-head "Stores/Services Rendered", under the same Minor Head "799- Suspense" below the relevant Major Head "2059-Public Works", or "2215-Water Supply and Sanitation", or "2701-Major and Medium Irrigation", "3054-Roads & Bridges" etc., as the case may be. After actual delivery of the Stores or completion of work, Sub-Head "Stores/Services Rendered" will be debited by credit to Stock or the other head concerned, as the case may be. Excess deposit, if any, will be refunded, before the close of the financial year.

3) The invoice-cum-bill, received from the Supplying Division, should be adjusted in the same month by the Indenting Division debiting the value of the bill to "Stock" or "Works", as the case may be, with a corresponding Minus Debit to Sub-Head "Stores/Services Advance" under the head of account to which the same stands debited originally, thus clearing that Sub-Head to that extent.

4) Since advance payment, contemplated above, will have no separate Budget provision, it should be ensured by Divisions involved that such transactions are settled within the same financial year.

5) By application of this accounting procedure, the operation of Suspense Heads "Cash Settlement Suspense Account" and "Material Purchase Settlement Suspense Account" will be dispensed with.

6) Accounting Procedure for clearance of old balances under "Material Purchase Settlement Suspense Account", and "Cash Settlement Suspense Account" as on 31.3.1997 will remain unchanged.


III - Originating Credits

1) Action in the originating Divisions: All transactions involving payments on account of cash recoveries etc. made by one Division on behalf of another Division will be accounted for initially under the Head "P.W. Deposits-Miscellaneous Deposits".
pending settlement in cash. The details of such transactions will be simultaneously posted in a register (Form-2). At the end of the month, a Cheque/Bank Draft will be drawn for the amount due and sent to Division concerned alongwith a copy of Form 2, which will have interleaved perforated copies to be posted by carbon process. On the cheque being issued, the entry will appear on the payment side of the Divisional Cash Book as debit to "P.W. Deposits", thus clearing the original credit to this head.

(2) **Action in the Responding Division**: The Cheque/Bank Draft, when received in a Division, will be credited to the appropriated Head/Work in the Divisional Cash Book and sent to the treasury for making necessary adjustments on the lines indicated in paragraph I (1) above.

### Form No. 1

(Referred to in Rule 1 (1))

**Division-wise Register of transactions adjusted under the Head "Cash Settlement Account"**

**PART-I - DETAILS**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Reference to Stock Account Vouchers/Transfer Entry Order</th>
<th>Particulars of transaction</th>
<th>Value of stores issued or services rendered</th>
<th>Date of Receipt of payment &amp; number &amp; date of cheque received</th>
<th>Remarks (including indication of the Voucher sent in support of the debit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Balance B.F.

Total value of stores issued or services rendered.

Total Debit

@ less credit received during the month

@ Here give reference to the number and date of cheque

Closing Balance

No. Date

Copy alongwith vouchers forwarded to the Executive Engineer Division. A sum of Rs. (as detailed above) is due from him on account of stores issued or services rendered to his Division during and to end of 19... He is requested to send within ten days of receipt of this claim/Cheque/Bank Draft for the total amount drawn in favour of the undersigned.

Executive Engineer Division
### Part - II

**Abstract Account of Debits, Credits and Balances outstanding under the Head**

"Cash settlement Suspense Account"

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Division</th>
<th>Opening Balance</th>
<th>April Debits</th>
<th>April Credits</th>
<th>Closing Balance</th>
<th>And so on for the remaining months of the year</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total ........................................

Certified that the figures of total debits and credits have been reconciled with the Monthly Account.

Divisional Accountant

**FORM NO. 2**

(Referred to in Rule No. 11 (I))

Division-wise Register of Cash recoveries etc. made on behalf of other Divisions.

Name of Division: ........................................

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars of transaction</th>
<th>Amount</th>
<th>Authority</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Copy forwarded to the Executive Engineer...... Division with the remarks that a sum of Rs......as per details given above, is due to him on account of cash recoveries etc. made in this Division on his behalf. A Cheque/ Bank Draft No. ___________ dated ___________ for Rs ___________ (in figures) Rupees ___________ (in words) is sent herewith in settlement of his account. The receipt of Cheque/Bank Draft may please by acknowledge.

Executive Engineer.

Division.

Enclosure: Cheque/Bank Draft No. ___________
Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-
The Bidder participating in a bidding process must not have a Conflict of Interest.
A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
   a. have controlling partners/ shareholders in common; or
   b. receive or have received any direct or indirect subsidy from any of them; or
   c. have the same legal representative for purposes of the Bid; or
   d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
   e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ......................... for procurement of
......................... in response to their Notice Inviting Bids No. ...............
Dated ............. I/we hereby declare under Section 7 of Rajasthan Transparency in Public
Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and
   competence required by the Bidding Document issued by the Procuring Entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the
   State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our
   affairs administered by a court or a judicial officer, not have my/our business activities
   suspended and not the subject of legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal
   offence related to my/our professional conduct or the making of false statements or
   misrepresentations as to my/our qualifications to enter into a procurement contract within
   a period of three years preceding the commencement of this procurement process, or not
   have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding
   Document, which materially affects fair competition;

   Date: ....................................................................................
   Signature of bidder

   Place: ..................................................................................
   Name: ..............................................................................

   Designation: ........................................................................
   Address: ...........................................................................
Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ______________________
The designation and address of the Second Appellate Authority is ______________________

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal
(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
(b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
   (i) hear all the parties to appeal present before him; and
   (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ...........of ............
Before the .................................. (First / Second Appellate Authority)

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

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

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

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

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

6. Grounds of appeal:

   ...........................................................................................................

   ...........................................................................................................
   (Supported by an affidavit)

7. Prayer:

   ...........................................................................................................

Place .................................................
Date .................................................
Appellant’s Signature
Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
Annexure E

Clause 1: Fair Wage Clause

(a) The Contractor shall pay not less than fair wages/minimum wages to labours engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed revised, by the State Government under the Minimum Wages Act, 1948.

(b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor’s part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor’s Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) Vis-à-Vis the Municipal Corporation Jaipur, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his subcontractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works:-

(a) For works costing Rs. 100 lac and above- One Graduate Engineer.

(b) For works costing between Rs. 50 lac to Rs. 100 lac- One qualified diploma holder having experience of not less than 3 years.

(c) For works costing between Rs. 15 lac and Rs. 50 lac- One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.
Clause 3:
The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 4: Safety Code
The Contractor shall follow the safety code of electricity Strictly.

Clause 5:
Near Relatives barred from tendering
The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared in invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

Note: By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause 6: Retired Gazetted Officers barred for 2 years
No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before, submission of the tender or engagement in the contractor's service, as the case may be.

Clause 7: Quality Control
The Municipal Corporation Jaipur shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests and shall bear the cost of all tests.

Clause 8:
The work (whether full constructed or not) and all materials, machines, tools and plant, scaffolding,
temporary buildings and other things connected therewith, shall be at the risk of the contractor until
the work has been delivered to the Engineer- in-charge, and a certificate from him, to the effect,
obtained.

Clause 9: **Death of Contractor**

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies the legal
heirs of the Contractor or the Chief Engineer or duly authorised Engineer shall have the option of
terminating the contract without any compensation.

Clause 10: **Force Majeure**

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of
acts or God such as-unprecedented floods, volcanic eruptions, earthquake of other invasion of nature
and other acts.

Clause 11: **General Discrepancies and errors:**

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by
the department in the “G” Schedule. the rates as given in the basic Schedule of Rates of the
Department for the area shall be taken as correct.

Clause 12: **Post payment Audit & Technical Examination:**

The Government shall have right to provide a system of per-check of Contractor’s bill by a specified
Organization, and payment by an Engineer or an Accounts Officer/ Sr. Accounts Officer/ Chief
Accounts Officer/ Financial Advisor, as the Government may in its absolute discretion prescribe.
Any over-payments/ excess payment detected, as a result of such per-check post-check of
Contractor’s bill, can be recovered from the contractor’s bills in the manner, herein before provided
and the Contractor will refund such over/ excess payments.

Clause 13: **Check Measurements:**

The department reserves to itself, the right to prescribe a scale of check measurement of work in
general, or specific scale for specific works of by other special orders (about which the decision on
the department shall be final) Checking of measurement by superior officer shall supersede
measurements by the subordinate officer and the former will become the basis of the payment. Any
over/excess payment detected, as a result of such check measurement or otherwise at any stage up to
the date of completion and the defect removal period specified else-where in this contract, shall be
recoverable from the Contractor, as any other dues payable to the Government.

Clause 14: **Check Measurements:**
The Contractor in course of the work should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage on the Government. As per direction of the Engineer-in-Charge.

Clause 15: Recovery from Contractors:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum be appropriation in part or whole of the Performance Guarantee and / or Security Deposit. Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Department on demand the balance remaining dues.

The department shall, further, have the right to affect such recoveries under Public Demands Recovery Act.

Clause 16: Jurisdiction of Court:

In the event of any dispute arising between the parties hereto, in respect or any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed any by no other court, after completion of proceedings under Clause 23 of this contract.
चचन — पत्र

मैं एलद् — द्वारा इस बात की सहमति देता/देती हूँ कि यदि युक्त कार्य का कार्यादेश मिलता है तो

1. मैं कार्य करने से पूर्व, कार्य के दौरान एवं कार्य पूर्ण होने के पश्चात कार्य स्थल के फोटोग्राफ सामर्थ्य अभियंता के निर्देशानुसार प्रस्तुत करूंगा।

2. मैं कार्य स्थल पर कार्य के दौरान नगर निगम जयपुर "कार्य प्रगति पर है" का साइन बोर्ड लगा कर रखूंगा।

3. मैं कार्य स्थल से मलबा, मिट्टी इत्यादि हटाकर रखूंगा तथा कार्य पूर्ण होने के पश्चात कार्य स्थल से शेष निर्माण सामग्री, मिट्टी मलबा इत्यादि हटाने के कार्य पूर्ण होने की सूचना अधिशासी अभियंता कार्यालय में फोटोग्राफ सहित प्रस्तुत करूंगा।

हस्ताक्षर

संवेदक का नाम —

रम्य का नाम —