

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR
EARTH FILLING IN DTA PHASE-III AREA AT MAHINDRA WORLD CITY

Tender No: MWCJL/HR/INFRA/DTA-III/SOIL FILLING/2013-14/T-34

Date of Issue: 25/06/2013

Tender Document issued to:

M/s

.....

.....

By

Mahindra World City (Jaipur) Limited

SEZ Project office,
PO Mahindra World City Tehsil Sanganer
Dist: Jaipur – 302037
Ph: 0141-3003400
Fax: 0141-2243060

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MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

BID NO.: MWCJL/HR/INFRA/DTA-III/SOIL FILLING/2013-14/T-34

**NAME OF WORK : EARTH FILLING IN DTA PHASE-III AREA BY AT MAHINDRA
WORLD CITY**

PERIOD OF ISSUE OF : FROM: 25/06/2013 to 30/06/2013
BIDDING DOCUMENT TIME :- 10:00 HOURS TO 17:00 HOURS
OR

The BID DOCUMENT can be downloaded from our website
<http://www.mahindraworldcity.com/content.aspx?act=tenders&citi=jaipur&bk=t>

LAST DATE AND TIME FOR : Date: 30/06/2013
RECEIPT OF BIDS Time: 15:00 Hrs.

INVITATION FOR BID

(IFB)

**MAHINDA WORLD CITY (JAIPUR) LIMITED, JAIPUR
INVITATIONS FOR BIDS (IFB)**

Date: - **25/06/2013**

Bid No: - **MWCJL/HR/INFRA/DTA-III/SOIL FILLING/2013-14/T-34**

1. **MAHINDRA WORLD CITY (JAIPUR) LIMITED** is developing an SEZ and invites item rate Bids for the below mentioned works from the selected Bidders.
2. Tender document can be downloaded from our web site <http://www.mahindraworldcity.com/content.aspx?act=tenders&citi=jaipur&bk=t> , However if any perspective bidder desire to get the hard copies of the document, the same can be taken from the below mentioned address by paying **Rs. 2000.00** only.

Mahindra World City (Jaipur) Limited
SEZ Project Office,
PO Mahindra World City, Tehsil: Sanganer
Dist: Jaipur -302 037
Phone No: 0141-3003 400/3003 402

3. Bids must be delivered to **Mahindra World City (Jaipur) Limited**, SEZ Project Office, PO Mahindra World City, Tehsil: Sanganer, Dist: Jaipur -302 037, Tel :- Phone No: 0141-3003 400/3003 402 on or before **15:00 Hours on Date: 30/06/2013**, along with a soft copy in editable form in a compact disk (CD). If the office happens to be closed on the date of receipt of the Bids as specified, the Bids will be received on the next working day at the same time and venue.
4. Other details can be seen in the Bidding documents.

TABLE - IFB 1

Sr. No.	Name of work	Estimated Value of work (Rs.in Lacs)	Bid security / EMD (Rs.)	Cost of document (Rs.)	Period of completion
1	EARTH FILLING IN DTA PHASE-III AREA BY AT MAHINDRA WORLD CITY	-	Amount to be advised at the time of negotiations	2000.00 *	One (01) Months

Seal of office

**SECTION 1: INSTRUCTIONS TO BIDDERS
(ITB)**

Section 1: Instructions to Bidders

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A. General Instructions

1. Scope of Bid

1.1 Mahindra World City (Jaipur) Limited (MWCJL), (referred to as Employer in these documents) invite Bids for the **EARTH FILLING IN DTA PHASE-III AREA BY AT MAHINDRA WORLD CITY** (as defined in these documents and referred to as "the Works") detailed in the table No.IFB-1.

2. One Bid per Bidder

2.1 Each Bidder shall submit only one Bid for one Contract.
2.2 Tender documents are not transferable

3. Cost of Bidding

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

4. Site visit

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

B. Bidding Documents

5. Contents of Bidding Documents

5.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with Clause 8 (if any)

Book 1 Invitation for Bids containing Sections as below.

Sections	1 Instructions to Bidders
	2 Letter of Acceptance and Work Order
	3 Conditions of Contract
	4 Contract Data
	5 Forms of Securities

Book-2 Specifications

Book-3 Tender Drawings

Book -4 Financial Bid (Bill of Quantities)

6. Clarification of Bidding Documents

6.1 The Employer has the sole discretion to short list Bidders and shall inform them in writing by Fax/e-mail. These short listed Bidders (shall be known as Bidder/Bidders hereinafter) requiring any clarification of the Bidding documents may notify the Employer by e-mail to kumwat.mahesh@mahindraworldcity.com with a copy to biswas.biswajit@mahindraworldcity.com or by Fax only. The Employer will respond to any request for clarification before date of submission of

Bids as per Clause 16.

C. Preparation of Bids

7. Language of the Bid

7.1 All documents relating to the Bid shall be in the English language.

8. Documents comprising the Bid

8.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Bill of Quantities wherein the Bidder shall fill in the rates; in original
- (b) Originals only of Specifications and Drawing Volumes duly stamped on all pages by the Bidder.
- (d) Any other materials required to be completed and submitted by Bidders in accordance with these instructions.
- (e) Soft copies of all the above documents in editable form in a compact disc (CD).

The Financial Bid (BOQ) under Sections 5 of Sub-Clause 5.1 shall be filled in without exception.

9. Bid Prices

9.1 The quoted item rates shall be deemed inclusive of all costs for material, labour, plant, equipment, overhead, supervision, profit, preliminaries, all temporary works, night works, shift works, storage facility, security, working with site constraints, working with full compliance to all requirement, restrictions etc. from all relevant authorities. As per Special Economic Zone Act 2005, all the taxes, duties, royalties, levies (except income tax) are exempted; hence, the quoted rates shall be exclusive of all taxes, duties, royalties, levies, service tax etc. Any tax component, considered shall be indicated separately and shall be admissible only if applicable, proof of payment of such taxes will be required for acceptance of claim in there respect. The Contractor shall put his best efforts to forward the exemptions and benefits granted by the Government he gets from time to time.

9.3 The item rate quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account whatsoever.

10. Currencies of Bid and Payment

10.1 The rates and the prices given are in Indian Rupees.

11. Bid Validity

11.1 Bids shall remain valid for a period not less than 60 (sixty) days after the date for Bid submission specified in Clause 16. A Bid corrected by the Bidder as valid for a shorter period shall be rejected by the Employer as non-responsive.

12. Contract Price

The Contract Price will remain fixed during the extended period of validity if any.

13. Bid Security

13.1 The Employer on his sole discretion will notify the Bidder (as per Sub-Clause 6.1) for negotiation. The Bidder shall furnish as a part of his Bid, a Bid security in the amount as shown in column 4 of the table IFB-1 or as notified by the Employer before participating in negotiations. The Bid security shall be in favour of **Mahindra World City (Jaipur) Limited** in the form of a Demand Draft or Banker's Cheque or Pay order payable at Jaipur.

13.2 The Bid Security of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 11.1.

13.3 The Bid Security of the successful Bidder will be adjusted with Performance Security when the

Bidder has signed the Agreement and furnished the required Performance Security.

13.4 The Bid Security may be forfeited

- (a) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 18; or
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Work Order; or
 - (ii) furnish the required Performance Security within 10 days from the date of Letter of Acceptance.

13.5 No interest shall be paid on any Bid security/Performance Security/ Retention Money or Guarantee in lieu thereof.

14. Format and Signing of Bid

14.1 The Bidder shall prepare the Bid as specified in Clause 8 in two (02) copies.

14.2 The Rate in the original and one duplicate copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

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

D. Submission of Bids

15. Sealing and Marking of Bids

15.1 The Bidder shall submit the original Bid in one sealed envelop marking as **—EARTH FILLING IN DTA PHASE-III AREA BY AT MAHINDRA WORLD CITY Jaipur—**.

Financial Bid shall contain

Book- 4, Bill of Quantities wherein the Bidder shall fill in the unit rates in digits and words and each page duly signed and sealed.

15.2 The envelopes shall be addressed to the Employer at the following address:

Mahindra World City (Jaipur) Limited
SEZ Project office,
PO Mahindra World City, Tehsil Sanganer
Dist: Jaipur - 302037

16. Deadline for Submission of the Bids

16.1 Bids must be received by the Employer at the address specified above no later than **15:00** hours on **30.06.2013**. In the event of the specified date for the submission of Bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of Bids by issuing an amendment indicating the revised deadline.

E. Bid Opening and Evaluation

17. Process to Be Confidential

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

18. Correction of Errors

18.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

18.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected.

19. Employer's Right to Accept any Variation

19.1 The Employer reserves the right to accept or reject any variation, deviation from the Bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

F. Award of Contract

20. Award Criteria

20.1 The Employer will negotiate with the Bidder who's Bid has been determined to be substantially responsive to the Bidding documents. On completion of negotiations the Employer will award the Contract to the most suitable Bidder.

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

21.1 Notwithstanding Clause 19, the Employer reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

22. Notification of Award and Issuance of Work Order:

22.1 The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

22.2 The Work Order will incorporate all Agreements between the Employer and the successful Bidder. Within 10 days of issue of Letter of Acceptance, the successful Bidder will sign the Work Order and deliver it to the Employer.

22.3 Upon accepting the Performance Security for the Successful Bidder and signing of the Work Order, the Employer shall issue a 'Notice to Proceed' to the Contractor, in which the Date Of Commencement

of the Contract shall be indicated.

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

23. Performance Security

23.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5 % of the Contract price by adjusting Bid Security:

- a bank guarantee in Employer's prescribed format.; or
- Bank draft, in favour of **Mahindra World City (Jaipur) Limited** payable at **Jaipur**.

23.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be from a Nationalised/Scheduled Bank acceptable to Employer and shall be in Employer's prescribed format.

23.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 23.1 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Bid security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to any other Bidder, on sole discretion of Employer.

OR

The Employer on its sole discretion may exempt the successful Bidder to submit the performance security at the time of award of the Contract. However in such case, the performance security equal to 5% of the Contract Price shall be retained from the amount payable to Contractor in the first Interim Payment. In case the amount payable in the first Interim Payment Certificate will not cover the whole amount of Performance Security balance amount shall be deducted from the forthcoming bills payable to Contractor. The amount so deducted shall be kept in lieu of Performance Security.

24 Corrupt or Fraudulent Practices

24.1 The Employer expects the Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics and integrity during the procurement and execution of such Contracts .Therefore, the Employer will reject the Bid and blacklist such Bidder, barring him from participation in future Bidding in the event he found indulged in any malpractice such as bribe, or other inducements to any person with a view to influence the placing of the Contract.

SECTION-2

LETTER OF ACCEPTANCE AND AGREEMENT FORM

Table of Forms:

- LETTER OF ACCEPTANCE

- NOTICE TO PROCEED WITH THE WORK

- AGREEMENT FORM

Letter of Acceptance
(letterhead paper of the Employer)

To,
.....
.....

Dear Sirs,

This is to notify that your Bid and subsequent negotiations for the execution of **EARTH FILLING IN DTA PHASE-III AREA BY AT MAHINDRA WORLD CITY, Jaipur** for the negotiated Contract Price of Rs..... (Rupees) is hereby accepted by Mahindra World City (Jaipur) Limited.

You are hereby requested to furnish Performance Security in the format attached herewith for an amount of Rs. within ten (10) days, of receipt of this Letter Of Acceptance, valid up to 30 days from the Date Of Intended Completion i.e. and sign the Contract, failing which action as per Sub-Clause 23.1 of Instruction to Bidders shall be taken.

Thank you
Yours faithfully,

Head (Infra. & Dev.)
Mahindra World City (Jaipur) Limited
SEZ Project Office,
PO Mahindra World City, Tehsil : Sanganer
Dist: Jaipur (Raj.)
PIN: 302 037
Ph: 0141-3003400

Notice to Proceed with the Work
(letterhead of the Employer)

To _____ (date)

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in IFB Clause 22.3 and signing of the Contract Agreement for the **EARTH FILLING IN DTA PHASE-III AREA BY AT MAHINDRA WORLD CITY Jaipur** @ a Contract Price of Rs. _____ (Rupees _____) you are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents. The stipulated date of commencement and stipulated completion dates will be _____ and _____ respectively.

Yours faithfully,

Head (Infra. & Dev.)
Mahindra World City (Jaipur) Limited
SEZ Project Office,
PO Mahindra World City, Tehsil : Sanganer
Dist: Jaipur (Raj.)
PIN: 302 037
Ph: 0141-3003400

SECTION 3: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

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

Bill of Quantities or BOQ means the priced and completed bill of quantities and rates forming part of the Contract.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

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

The **Contractor** is a person or corporate body who has been awarded the Works by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

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

Date of Commencement is the date as stated in the Letter to Proceed from the Employer to the Contractor.

Actual Date of Commencement is the date from which the Contractor started his work.

Days are calendar days; **months** are calendar months.

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

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

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

Engineer-in-Charge shall be HEAD (Infrastructure & Development) of the Employer or person nominated by him.

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

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in-Charge by issuing an extension of time.

The **Actual Completion Date** is the date on which the Engineer-in-Charges shall issue the

Completion Certificate as per Clause 33.

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

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

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

Specification means the Specification of the Works referred in the Contract and any modification or addition made or approved by the Engineer-in-Charge in writing.

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

A **Variation** is a written instruction given by the Engineer-in-Charge which varies the Works.

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

Party and Parties is the Employer and the Contractor individually and the word Parties shall be construed accordingly

Relevant Authority shall mean all Parties which have jurisdiction on the works.

2. Interpretation

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

2.2. The documents forming the Contract shall be as follows and their order of priority shall be interpreted in the given order

- a. Work Order
- b. Letter of Acceptance, Notice to proceed with work.
- c. Contractor's Bid
- d. Contract Data
- e. Conditions of Contract including Special Conditions of Contract
- f. Specifications
- g. Drawings
- h. Bill of Quantities
- i. any other document listed in the Contract Data as forming part of the Contract.
- j. any amendment / addendum to this Contract communicated to the Contractor in writing from time to time.

3. Language and Law

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

4. Communications

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

5. Personnel

5.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of key

personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

6. Insurance

6.1. Notwithstanding that the Contractor is to indemnify The Employer. The Contractor All Risks and Workmen's Compensation insurance policies to cover the whole project and without limiting the obligations, responsibilities, duties and/or liabilities of the Contractor, the Contractor shall effect at his own costs for others insurance policies deemed necessary in the joint names of The Employer and Contractor to cover the Contract works as given in Contracts Data.

7. Possession of the Site

7.1. The Employer shall give possession of the Site to the Contractor.

8. Instructions

8.1. The Contractor shall carry out all instructions of the Engineer-in-Charge which comply with the applicable laws where the Site is located.

9. Settlement of Dispute

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity or termination or the execution of the works, whether during the process of works or after completion and whether before or after termination or breach of the Contract the Parties shall seek to resolve any such dispute or difference by referring the matter to Engineer-in-Charge. The Engineer-in-Charge will give its decision within fifteen (15) days of referring the dispute, either Party if not in Agreement with Engineer-in-Charge's decision, may within fifteen days of decision by the Engineer-in-Charge refer to the senior management of the Employer, who will give its decision with thirty (30) days of referring the dispute. Either Party if not in Agreement with senior management decision, may refer to arbitration pursuant to Clause no. 10 of General Conditions of Contract.

10. Procedure for Disputes Resolution

10.1. The Arbitration shall be conducted in accordance with the arbitration procedure stated below:

The procedure for arbitration will be as follows:

a) In case of dispute or difference arising between the Employer and a Contractor relating to any

matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three (03) arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the Parties to reach upon a consensus within a period of thirty (30) days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India).

b) If one of the Parties fails to appoint its arbitrator in pursuance of Sub-Clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other Party, then the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the

order of the Indian Council of Arbitration /President of the Institution of Engineer-in-Charges (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the Parties.

c) Arbitration proceedings shall be at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

d) The decision of the majority of arbitrators shall be final and binding upon both Parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal.

However, the expenses incurred by each Party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such Party or on its behalf shall be borne by each Party itself.

e) Where the value of the Contract is Rs.50 lacs and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by Agreement between the Parties; failing such Agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Disputes Resolution (India).

f) Performance under the Contract shall continue during the arbitration proceedings and payments due to the Contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B. TIME CONTROL

11. Avoidance of Delay

11.1 It is paramount that the Contractor shall constantly plan his work so as to most efficiently utilize all or any available part or parts of the site, any completed part or parts of another Contractor's works which is to be integrated into the Contract Works (if any), the available drawings and all others matters as are available to him, as well as his own resources in order to avoid or reduce any standstill and down time.

11.2 In event that the Contractor cannot commence or proceed with a particular part of the Contract Works as per the programme furnished to the Employer in accordance with Clause 11.1, for any reason whether attributed to the Contractor or not, the Contractor shall be obliged to reschedule and proceed with other parts of the Contract Works at no costs to the Employer to ensure that the completion date of the Contract Works will be met.

11.3 Should the Contractor fall behind any program submitted in accordance with Clause 11.2, due

to any act, default, neglect or omission of the Contractor and requires over-time, night work or shift work and /or an increase of man power and/or construction plant to regain the scheduled progress (whether or not instructed by the Employer), the cost of such measures shall be borne by the Contractor.

11.4 Within the time stated in the Contract Data the Contractor shall submit to the Engineer-in-Charge for approval a Construction Program including Environmental Management Plan.

11.5 The Engineer-in-Charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer-in-Charge again at any time. A revised Program is to show the effect of Variations.

12. Extension of the Intended Completion Date

12.1 Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates as mentioned in the Contract Data as Milestones for the execution and completion of the Contract Works as stated.

12.2 The Contractor acknowledges that a high rate of working is required to achieve the Dates for Completion of the Contract Works and Contractor shall be deemed to have allowed for shift working, sufficient plant, labour, floodlighting and any or all other measures to achieve the same.

12.3 The Dates of Completion of the Contract Works may be extended by The Employer subject to compliance by the Contractor with Clause 11 (Avoidance of Delay), by such period which reasonably reflects any delay in completion of the Contract Works which, notwithstanding due diligence and taking of all reasonable steps by the Contractor to avoid or reduce the delay as provided for in Clause 11, is caused:-

- a) By the occurrence of an event of Force Majeure;
- b) By a delay in handing over of the Site or part of the Site by The Employer after the Dates for Commencement of the Contract Works;
- c) Any variations requested by The Employer;
- d) By other Contractors carrying out works not forming part of the works to be carried out under the Sub Contract, and employed by the Employer;
- e) By an instruction to suspend the Contract Works issued by the Employer pursuant to this Contract provided that such suspension is not due to the default of the Contractor;

If the Employer has delayed in providing materials, drawings, instructions and/or approvals where Employer is to seek the approval, which have been requested by the Contractor in writing, and which request is neither too early nor too late for the timely completion of the Contract Works; and which affects the Contract Works PROVIDED that such delays are not due to the Contractor. PROVIDED FURTHER THAT if, while the Contractor is continuing works during the period when liquidated and ascertained damages are being deducted, The Employer gives instruction or matters occur which would entitle the Contractor to an extension of time then The Employer shall assess and give the Contractor an extension of time and so notify the Contractor accordingly.

12.4 It shall be a condition precedent that the Contractor shall notify The Employer in writing of any factors and the relevant Contract provision (if any) which Contractor considers entitles Contractor to an extension of time together with a statement of :

- a. the reason why the delay in completion of the Contract Works is likely to result or has resulted;
- b. an estimate of the period by which the Contract Works are likely to be or had been delayed; and

c. details of steps that the Contractor proposes to take to avoid or reduce the delay; within seven (07) days of the commencement or occurrence of any such factor or such extension of this seven (07) days period as The Employer may allow.

12.5 The Contractor shall notify The Employer within fourteen (14) days of the cessation of the factors notified to The Employer under sub-Clause 12.4; to enable any provisions, that the Contractor may require to the proposed extended Date for Completion to be made as quickly as possible and such other particulars as shall be reasonably necessary to enable the Employer to properly consider the revision.

12.6 Without prejudice to any other grounds which do not entitle the Contractor to an extension of time, the Contractor shall not be entitled to extensions of time for delays resulting from weather conditions, or discrepancy in the Contract Documents, whether such events affect the Contract Works or not.

12.7 Notwithstanding the foregoing, the Employer shall not be obliged to take into account any circumstances that are not notified to The Employer in accordance with the periods referred to in sub-Clause 12.3 and 12.4.

12.8 The Employer shall as soon as is reasonably practical after receipt of the Contractor's notification furnished in accordance with the sub-Clause 11.3 determine and notify the

Contractor in writing of any extension of time to which the Employer considers the Contractor is entitled under Sub-Clause 12.4.

12.9 For the avoidance of doubt, the Contractor had agreed NOT TO CLAIM for all costs, loss and /or expense suffered or incurred by reason of any extension of time granted by the Employer in accordance to Sub-Clause 11.4 herein except by reason of sub-Clause 12.3 (b) 12.3 (d) 12.3 (f).

13. Force Majeure

13.1. Force Majeure shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include the following:

13.1.1 War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority.

13.1.2 Strike (other than strike by employees/staff/labour of Contractor or Sub-Contractor), sabotage, embargo, import restriction, epidemics, quarantine and plague.

13.1.3 Earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster.

14. Delays Ordered by the Engineer-in-Charge

14.1. The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Works, the Contractor acknowledge that he can not make any claim whatsoever arising out due to such instructions.

C. QUALITY CONTROL

15. Identifying Defects

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

15.2. The Contractor shall permit the Employer's technical auditor to check the Contractor's work and notify the Engineer-in-Charge and Contractor of any defects that are found.

16. Tests

16.1. If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect all such test/tests shall be carried out by the Contractor at his own cost and shall be deemed to be included in the rates given by Contractor.

17. Correction of Defects

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

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

18. Uncorrected Defects

18.1. If the Contractor has not corrected a Defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge will assess the cost of having the Defect corrected, and the amount will be recovered from the Contractor.

D. COST CONTROL

19. Bill of Quantities

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

19.2. The Bill of Quantity is used to calculate the Contract Price. The Contractor Shall be paid for the actual quantities duly approved by the Engineer-in-Charge and the Contract Price shall be adjusted based on approved actual quantities of the Contract works as described in Bill Of Quantity for each item.

20. ALTERATIONS, ADDITIONS AND OMISSIONS

20.1. Variations

The Engineer-in-Charge shall make any variation of the form, quality or quantity of the Works or

any part thereof that may have been approved by the Employer and he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work,
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines position and dimensions of any part of the Works, and
- (e) execute additional work of any kind necessary for the completion of the Works.

and no such variation in any way vitiate or invalidate the Contract, but the Value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

20.2. Orders for Variations to be writing

No such variations shall be made by the Contractor without an order in writing of the Engineer-in-Charge. However, as provided for under Clause 20.1 no order in writing shall be required for an increase or decrease not exceeding five per cent (5%) in the total quantity of the works where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the bill of Quantities. Provided also that if for any reason the Engineer-in-Charge shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer-in-Charge, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall within seven days confirm in writing to the Engineer-in-Charge and such confirmation shall not be contradicted in writing within fourteen days by the Engineer-in-Charge, it shall be deemed to be an order in writing by the Engineer-in-Charge.

20.3. Valuation of Variations

All extra or additional work done or work omitted by order of the Engineer-in-Charge shall be valued at the rates and prices set out in the Contract, if, in the opinion of the Engineer-in-Charge, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work then suitable rates or prices shall be agreed upon between the Engineer-in-Charge and the Contractor. In the event of disagreement the Engineer-in-Charge shall fix such rates or prices as shall, in his opinion, be responsible and proper.

20.4. Power of Engineer-in-Charge to Fix Rates

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Works or to any part thereof shall be such that, in the opinion of the Engineer-in-Charge, the rate or price contained in the Contract for any item of the Works is, by reason for such omission or addition, rendered unreasonable or inapplicable, then a suitable rate of prices shall be agreed upon between the Engineer-in-Charge and the Contractor. In the event of disagreement the Engineer-in-Charge shall fix such other rate or price shall, in his opinion, be reasonable and proper having regard to the circumstances.

Provided also that no increase or decrease under the sub-clause (1) of this Clause or variation rate or price under sub-clause (2) of this Clause shall be made unless, as soon after the date of the order as is practicable but not later than seven days and in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable but not later than seven days notice shall have been given in writing:-

- a) by the Contractor to the Engineer-in-Charge of his intention to claim extra payment of a varied rate of price,
- b) by the Engineer-in-Charge to the Contractor of his intention to vary a rate or price.

20.5. Variations Exceeding 20 percent

If, on certified completion of the whole of the Works it shall be found that a reduction or increase greater than 20 per cent of the Contract value results from:

- a) the aggregate effect of all Variation Orders, and/or
- b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities.

but not from any other cause, the amount, beyond 20 percent (20%) of the said adjusted Contract value shall be subject to amendment by such sum as may be agreed between Contractor and the Engineer-in-Charge or, failing agreement, fixed by the Engineer-in-Charge having regard to all material and relevant factors, including the Contractor's Site and general overhead costs of the Contract.

21. Terms of Payment

21.1. The Employer shall pay the Contractor for work done in accordance with the Contract, approved, accepted, and verified by the Engineer-in-Charge for these works.

21.2. The quantities paid in Interim Payment certificates shall be provisional quantities and subject to final assessment based on the re-measurement of work properly done on site or from approved construction drawings whichever is applicable.

21.3. Amount properly due to the Contractor shall be paid within twenty (20) days upon Contractor's submission of monthly invoice for works completed; which are subject to verification by the Employer authorized representative on the work done pursuant to the approved construction drawings. The Contractor shall submit details and proper statement of claims detailing the works completed according the Bills of Quantities. Upon receiving detail and proper statement from the Contractor, the Employer shall verify the details stated in the statement and issue the payment certificate to the Contractor.

21.4. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and as per Government of India rules in this connection. However, Certificate of TDS (Tax deduction at Source) will be issued annually at the end of relevant financial year.

22. Tax

22.1 The rates quoted by the Contractor shall be deemed to be exclusive of taxes which are exempted under SEZ Act 2005 and inclusive of all taxes which are not exempted that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

23. Currencies

23.1 All payments shall be made in Indian Rupees.

24. Retention

24.1 Retention Money at the rate of five percent (5%) of the value of work done for each running bill will be deducted until the actual completion of whole work, up to a maximum of 5% of Contract Price.

24.2 Retention money shall be refunded within thirty (30) days after discharge of defect liability period.

24.3 No retention sum shall be deducted from interim progress payment subject to the submission of an unconditional bank guarantee equivalent to 5 % of the Contract Price which would valid up to the date of Actual Completion from a reputable bank in the Employer's format.

25. Set Off

Without prejudice to any rights under this Contract or at law, the Employer shall be entitled to withhold or deduct by way of set offs from any sums due and payable to the Works Contractor under this Contract:

- 25.1 any retention provided in this Contract; or
- 25.2 any amount (un-recovered advances etc.) due to Employer; or
- 25.2 any amount claimed in arbitration or litigation by Employer; or
- 25.3 any claims (including but not limited to liquidated damages for delay) that Employer may have; or
- 25.4 any such sum payable to Employer by the Works Contractor; or
- 25.5 deductions for any defaults by the Works Contractor, or
- 25.6 any sum claimed by the Contractor's contractor, agencies, workers, labourers suppliers etc.

26. Free Issue Material

The Employer will designate the land area to the Contractor to excavate and transport the good soil. The soil shall be supplied to the Contractor free of charge. However, in the event the Employer is not desirous to supply the soil to the Contractor, the Contractor shall arrange the soil for the work by his own means.

27. Liquidated Damages

27.1 Should the Contractor fail to maintain the required progress of works and clear the site on or before the stipulated time mentioned in Contract Data or extended date-period of completion, he shall without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed Liquidated Damages not as penalty, calculated as stipulated below amounts as fixed by the Employer day of delay such that the progress remains below that specified in the conditions of this Contract document or that the work may remain incomplete.

27.2 The whole Contract works : Rs. 15,000.00 only per day or part of a day

27.3 The Liquidated Damages imposed for not achieving intermediate milestone shall be subjected to refund/adjustment in case of Contractor achieve the Completion of Works with the period as stipulated in the Contract.

27.4 Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates for the execution and completion of the Contract Works as stated in Contract Data, and payment or deduction of liquidated damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the Contractor's obligations and liabilities under the Contract.

28. Bonus

28.1 For early completion of Contract before the stipulated date of completion or such later date as authorized by the Employer, incentive shall be paid to the Contractor at 0.025% of the Contract price per day of early completion, subject to a maximum of 2.5% of Contract price. This incentive shall be applicable in cases where completion of work before scheduled dates lead to tangible benefits.

29. Advance Payment

9.1 Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the recoupment of advances, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor.

29.2 The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other relevant documents (utilisation statement) to the Engineer-in-Charge.

29.3 The advance payment shall be recovered by deducting at a rate of 12.5% from each interim payment due to the Contractor, and the total advance shall be recouped by the time the bill value will reach 80% of the Contract Sum. No account shall be taken of the advance (mobilization and equipment only) payment or its repayment in assessing valuations of work done, Variations, price adjustments or Liquidated Damages.

30. Performance Security

The Performance Security in the form of unconditional bank guarantee shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount equal to **five percent (5%) of Contract Price** from a Nationalised or Scheduled bank in the Employer's prescribed format the Performance Security shall be valid until a date 180 days from the date of expiry of Actual Date of Completion.

31. Defect Liability and Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Actual Date of Completion and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. The Contractor shall be responsible to make good at his own expense any defect which may develop within the period mentioned as Defect Liability Period in the Contract Data. The Employer shall give the Contractor a notice in writing about the defects and the Contractor shall repair the defect in maximum of seven (07) days. If the Contractor fails to repair/remove the defect, the Employer may execute the work by himself and deduct the expense towards the work from any monies due to the Contractor. The Employer shall have the right to appropriate all or part of the Retention Money towards the expense in repairing the defects.

E. FINISHING THE CONTRACT

32. Completion

After completion of the work, the Contractor will serve a written notice to the Engineer-in-Charge to this effect. The Engineer-in-Charge upon receipt of this notice shall conduct a complete joint survey of the work within seven (07) days and prepare a defects list jointly. The defects pointed out by the Engineer-in-Charge or his nominee would be rectified by the Contractor within fourteen (14) days and thereafter acceptance report be signed jointly by the Contractor, Engineer-in-Charge and the Employer. And a **Completion Certificate** shall be issued to Contractor by Employer.

33. Taking Over

The Employer shall take over the Site and the Works within seven (07) days of the Engineer-in-Charge issuing a certificate of Completion.

34. As Built Drawings

34.1 The Contractor shall supply —As Built Drawings by the dates stated in the Contract Data.

34.2 If the Contractor does not supply the As Built drawings by the dates stated in the Contract Data, or they do not receive the Engineer-in-Charge's approval, the Engineer-in-Charge shall withhold the amount stated in the Contract Data from payments due to the Contractor.

35. Termination of Contract

35.1 Due to any default by the Contractor, the Employer shall be entitled to terminate the Contractor's employment under the Contract by giving one (01) week advanced notice in writing by stating the reason. The date after seven (07) days from the date of issuance of the Termination Notice shall hence be defined as "*Date of Termination*". The Contractor will be paid for all works duly and properly completed up to the Date of Termination but shall not be entitled to anticipated profit or any consequential or indirect loss or damage and shall hold harmless and indemnify the Employer against Contractor's Contractors/suppliers or third parties arising from termination under this Clause.

35.2 The Contractor had agreed in the event of delay in progress or non-achievement of the Milestone Dates, The Employer shall reserve the sole discretion right in deploying its own plant and machinery or engaging third Party to speed up the Contractor's works and the Contractor's Contract shall be terminated with written notice at any point of time without any compensation or claims to be paid to the Contractor. All additional / extra cost incurred by The Employer shall be charged to the Contractor due to such event.

36. Payment upon Termination

Full payment to Contractor's workers, Contractors, suppliers and third parties engaged by the Contractor for any portion of the Contract works shall be paid in full by the Contractor and thereafter must be removed from site on or before the Date of Termination. If the Contractor failed to make full payment to these workers, contractors, suppliers and third parties and/or remove them from site on the Date of Termination, then the Employer will carry out such duties on behalf of the Contractor. The Employer will recover all cost incurred due to the performing of such duties on behalf of the Contractor by making deduction from amount/s due to the Contractor or by any other process.

37. Release from Performance

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

SPECIAL CONDITIONS OF CONTRACT

1. General

The Contractor is advised to note that the following Special Conditions are part of the Contract and he will not have any right to claim at any time for delays or for expenditure incurred by him in fulfilling the following special conditions.

2. Scope of Works

2.1 The Contract Works shall comprise of but not limited to:-

Earth Filling In DTA Phase-III Area in Mahindra World City Jaipur Limited.

Clearing of debris, taking pre and post levels in a grid of 3x1 m interval, maintaining records of taken level on the drawings and preparation of cross-section of the area of work designated to the Contractor.

All the above shall be as per issued relevant drawings, Specifications of IS and other relevant National and International Standard Specifications and good engineering practices, safety measures as required all as per agreed construction methodology in consultation and coordination with and under the inspection of the Employer's personnel / consultants.

2.2 All the Contract Works shall be executed in full compliance with the Specifications of the Contract and all requirements and always to the satisfaction of the Employer.

2.3 The Contractor shall be deemed to have inspected, tested and examined the site and surroundings and to have satisfied himself as to all the conditions, factors and risks which can be reasonably obtained or inferred from the inspections, tests and examinations that may influence or affect the progress and cost of Contract Works.

2.4 The Contractor acknowledge that he understands the Special Economic Zone (SEZ) rules and regulation as per SEZ Act 2005 and he further acknowledge that he will abide all the rules and regulations of SEZ Act, laws related to custom duties, notified area and all other related things affecting the Contract works directly or indirectly and shall not make any claim in any account whatsoever related to SEZ acts, rules and regulations.

2.5 The Contractor shall resolve local constraints and problems, liaise, seek, and obtain any consent, permit, license, approval, etc. from all Relevant Authorities including paying all fees, charges, levies, etc all at his own cost.

2.6 Clearing all debris and disposing to location approved by Relevant Authorities during progress of Contract works and before and after the dates of Completion.

2.7 All temporary works, haul/access roads that are necessary for the proper and due completion of the Contract Works.

3. Subcontract or Subletting of Works

3.1 Sub-Letting:

3.1.1 No part of the Contract shall be sublet without the written permission of the Employer nor shall transfers be made by the 'Power of Attorney' authorizing others to carryout the work or receive payment on behalf of the Contractor.

3.2 Sub-Contract:

3.2.1 The Contractor is not permitted to subcontract any part of his works in this Contract without prior approval in writing from the Employer.

3.2.2 In any case, whether any part of the works is subcontracted or not; the principal liabilities of the works shall lie with the Contractor.

4. Tender Drawings

The drawings issued with these Tender Documents are Tender Drawings. Tender Drawings are prepared in such detail as are necessary to give a comprehensive idea of the works. The good for construction drawings will be issued during the construction stage based on the requirements as per the construction program submitted by the Contractor as per General Condition of Contract Clause 10.

5. Contract Drawings

The Engineer-in-Charge shall issue free of charge Three sets of Site Location Drawings, approved for construction, to the Contractor. Additional copies as and when required shall be supplied by the Engineer-in-Charge and costs shall be reimbursed by the Contractor.

The Engineer-in-Charge may from time to time during the course of the Contract issue the Contractor with revised drawings/instructions and the Contractor shall ensure that all superseded drawings/instructions are removed from site and replaced by revised drawings and/or instructions.

The Contractor shall ensure that a complete up to-date list of drawing and / or site instruction book is maintained at site.

Working Drawings shall include drawings for cross sections, contours etc. as required by the Engineer-in-Charge.

The privilege of the authorship and ownership of drawing and instructions of the Works remains with Engineer-in-Charge. Drawings and design prepared by their Consultants shall be used only for the purpose specified in the Contract and all drawings issued shall be returned To Engineer-in-Charge after completion of works.

6. Additional Work

Any additional works, instructed during the Contract Period and within the Contract Amount, will be paid as per Bill of Quantity rates and it shall not be considered as a cause for the Contractor to claim for delay, incurred overhead, mobilization etc.

7. Protection of the Works during Contract Period

It is clearly understood that any damage occurring to the Works (completed or under execution) is the Contractors responsibility and no claims will be entertained by the Employer since the matter shall be covered by the relevant Insurances.

8. Discrepancies in alignment

Discrepancies in levels etc. noticed during construction and/or on completion shall be rectified (including affected works executed by other Contractors) by the Contractor at his own cost and risk, Engineer-in-Charge's approval does not relieve the Contractor of his responsibilities.

9. Temporary Power and Water Supply

All costs, both for power supply and temporary installations and Power and Water required for construction and labour shall be borne by the Contractor.

9.1 Contractor's Facilities

The successful Tenderer is to provide and maintain a site office at a location approved by the Engineer-in-Charge, within 15 days from the date of issue of Notice to Proceed.

9.2 Safety on Site

Measures to ensure safety of workers and plant at site shall be taken by the Contractor. Excavations shall be protected by barriers and lighting shall be provided at night, motorable access to the site and within the site shall be maintained during the construction period. The Contractor shall designate a Safety Officer who will be in charge of all Safety Measures. The cost of all safety equipments and the cost of providing a safety officer at site would be deemed to be included in various Items of the Bill of Quantities and Rates. The Contractor will prepare a safety manual and submit for Engineer-in-Charge's approval before the commencement of work. Entire safety arrangement shall comply relevant safety norms and applicable IS codes in entire execution process.

10. As Built Drawings

The Contractor shall prepare As Built Drawings both in hard copy and in digital format.

The drawings shall be prepared for any given section of the work as soon as the work for that particular section is completed. Preparation of As Built Drawings shall keep pace with the work and shall not be left over towards the end of the project. Three (03) hard copies and one soft copy of all drawings shall be submitted.

No separate payment will be made for the preparation of As-Built Drawings; Cost of preparation of As Built Drawing is deemed to be included in all other priced bill items.

11. Labour

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

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require. The Contractor shall ensure that there will not be any child labour.

The Contractor shall provide, or ensure that there is provided such number of suitable persons as adequate and appropriate in the circumstances for rendering first aid to his people if they are injured or become ill at work: and for this purpose a person shall not be suitable unless he has undergone: Such training and has such qualifications as the Health and Safety Executive may approve for the time being in respect of that case of the class of case,

12. Drinking water

a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

c) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or any other source of pollution.

13. Washing facilities:

a) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of Contract labour employee therein

b) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

14. Latrines and Urinals

- a) Latrines shall be provided in every work place in adequate numbers.
- b) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times
- c) The Contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge-in-charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees of the site. The Contractor shall

be responsible for payment of any charges which may be levied by the municipal or cantonment authority for execution of such on behalf.

15. Canteens:

- a) In every work place where the work regarding the employment of Contract labour is likely to continue for six months and where in Contract labour numbering 100 or more are ordinarily employed an adequate canteen shall be provided by the Contractor for the use of such labour.
- b) The canteen shall be maintained by the Contractor in an efficient manner.

16. Contractor's Other Obligations

16.1 You will submit registration / valid documents, if applicable under The Micro, Small Medium Enterprises Development Act, 2006. In case same is not submitted within 30 days from the date order / contract, it will be presumed that your organization / company is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

16.2 All safety training and skill development of Contractor's workers and operators shall be carried out either by the Contractor or the Employer and all costs related to such training shall be borne by the Contractor.

16.3 The Contractor shall obtain all necessary approvals/ permission from the Relevant Authorities including where necessary securing the presence of the Relevant Authorities or their representative to inspect and supervise the operations in connection with the Contract Works. The Contractor shall bear all costs, fees, charges etc so imposed for the attendance of the Relevant Authorities or their representatives.

16.4 The Contractor shall be responsible for any damage caused by any work carried out by Contractor to the existing services and utilities whether shown or not shown in the drawings from whatsoever cause arising thereof and shall make good to its original condition at his own costs and expense to the satisfaction of the Employer.

16.5 Upon completion of the Contract Works the Contractor shall remove and clear all debris, waste and/or any excess materials, construction plant, and temporary works from the site and shall do all things to clear up the site which shall include any cleaning where instructed by the Employer to other areas affected by the Contract Works. During the Contract period the Contractor shall ensure that the site is kept clean and in proper order and free from rubbish, waste or debris and Contractor shall do all things necessary to prevent any damage to or pollution or the creation of any health or environmental hazard at or around or adjacent to the Site.

16.6 The Contractor shall defend (if requested to), save harmless and indemnify the Employer against all claims, demands, interest, penalties, proceedings, damages, loss, costs, charges and expenses arising out of or in connection with any failure, neglect or omission by the Contractor to perform his obligations under the Contractor any damage to property (including the Contract Works) or injury to person (whether resulting in death or not) caused or contributed by the Contractor and/or his servants or agents or independent Contractors appointed by the Employer to carry out works on behalf of Contractor (whether or not such claims, losses and/or damages have been insured by the Employer). In addition, this indemnity shall include all legal costs incurred by the Employer as a

consequence of such claim, demand or proceeding being made.

16.7 The Contractor shall, subject to this Contract and other obligations imposed by law, execute the Contract Works and provide all labour, materials, construction equipment and all things necessary and incidental for the Contract Works to the satisfaction of the Employer and / or the Relevant Authorities.

16.8 The Contractor shall bear all payments and other related costs on his own in connection with the execution and completion of additional, rectification, etc, works due to or caused by any act, default, neglect or omission by the Contractor. This shall also include the employment of consulting Engineer-in-Charges, professional experts and such other personnel as may be necessary for such works.

16.9 The Contractor acknowledges that he will not have any objection in re-structuring the Contract with respect to material and labour in order to realize the exemptions and benefits granted by the Government whenever required, and he will pass on such benefits to the Employer.

16.10 The Contractor accepts that in the event of supply of any material from Employers side pursuant to Clause 25 (Supply of Material). The Item rate quoted by the Contractor shall be re-calculated and the Contractor will not make any claim whatsoever in account of material part of the rates (including all profits, overheads, taxes etc. all) quoted by him in the Bills of Quantity.

16.11 The Contractor shall submit ANNEXURE – I duly filled with every running bill/end of month.

SECTION 4: CONTRACT DATA

CONTRACT DATA

1. The following documents are also part of the Contract:

- The Schedule of Other Contractors working simultaneously in the area if any
- The Schedule of Key Personnel or program to be submitted along with Bio data of Key Personnel for approval of Engineer-in-Charge
- The Methodology and Program of Construction
- The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction

2. The **Employer** is:

Mahindra World City (Jaipur) Limited
SEZ Project Office
PO: Mahindra World City, Tehsil: Sanganer
Dist: Jaipur (Raj.)
PIN: 302 037

Authorized Representative: **HEAD (Infrastructure & Development)**

3. The Name and identification number of the Contract is: **EARTH FILLING IN DTA PHASE-III AREA AT MAHINDRA WORLD CITY** and the number is **MWCJL/HC/LSCAPE/T_12**

4. The Works consist of **Development for Special Economic Zone at Mahindra World City, Jaipur** as described in detail under the caption —Scope of Work in the Special conditions of Contract.

5. The Date of Commencement shall be the date specified in the Notice to Proceed with the work.

6. The Intended Completion Date for the whole of the Works is One (01) month reckoned from the date of commencement as indicated in the Notice to Proceed, issued by the Employer. The work shall have the following milestones

7. Milestone dates:

Physical completion of works	Period from the date of commencement
Milestone 1	will be given at the time of award
Milestone 2	will be given at the time of award
Milestone 3	will be given at the time of award

8. The Contractor shall submit a work schedule including the commencement date, to reflect the ground realities and adhering to the schedule of milestone indicated above. This revised work schedule shall be submitted within 14 days of delivery of the Letter of Acceptance.

9. The Site Possession Date shall be the date within seven days from the date of issue of Notice to Proceed with the work.

10. The Site is located at **Mahindra World City (Jaipur) Limited, IT/ITES SEZ. Village: Kalwada, Tehsil : Sanganer, District: Jaipur – 302 037**

11. The Defects Liability Period is two (02) month from the date of certification of completion of

works. (where sectional completion certificate is issued this will apply from those dates for those sections).

12. Insurance requirements are as under:

Sr. No.	Policy for	Insurance cover required
1	All risk insurance for works	By Contractor
2	Loss or damage to Employer's Equipment	By Contractor
3	Employers Other property	By Contractor
4	Personal injury or death insurance: a) Third Party	By Contractor
	b) For Contractor's Employee	By Contractor Contractor should ensure such insurance is in force through out the Contract period (Including defect liability period) and necessary proof to be submitted before the commencement of the project and at least a fortnight before the expiry of current insurance. The Contractor should indemnify and include in the policy the Employer
(iii)	Motor Vehicle Insurance	By Contractor as per statutory requirements, covering third Party liability.
	Third Party liability insurance (Including the name of Employer)	By Contractor Minimum cover Rs. 10 Lacs.
	Contractor's Equipments (Including liability arising out of usages of such equipment)	By Contractor.

13. The language of the Contract documents is English

14. The law which applies to the Contract is the laws of Republic of India and State of Rajasthan.

15. The currency of the Contract is Indian Rupees.

16. The proportion of payments retained (retention money) shall be 5 % from each bill to be released within thirty (30) days after the issue of Completion Certificates.

17. The liquidated damages for the whole of the works are 0.5% of the Contract value per day or part or part thereof

18. The maximum amount of liquidated damages for the whole of the works is five percent (5%) of final Contract price.

19. The amounts of the advance payment are:

Nature of Advance Amount (Rs.) Conditions to be fulfilled

1. Mobilization NIL Not Applicable

(The advance payment will be paid to the Contractor no later than 15 days after fulfilment of the above conditions).

20. Repayment of advance payment for mobilization and equipment:

The advance shall be recovered with percentage deductions from the interim payments certified by the Engineer-in-Charge under the Contract. The mobilization advance shall be recovered from all progressive invoices right from first interim payment certificate and will be recovered fully prior to the completion of 80 % of the total work value.

21. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

22. Performance Security shall be for 5% per cent of Contract price to be submitted prior to signing the Contract. Performance Security shall be released within 30 days after the date of Actual Completion.

23. The standard form of Performance Security acceptable to the Employer shall be an unconditional and irrevocable Bank Guarantee of the type as presented in Section 5 of the Bidding Documents and valid for one month after the date of Completion.

24. The as-built drawings in 2 sets are required before issue of certificate of completion of whole or section of the work, as the case may be. The amount to be withheld for non submission is Rs. 1,00,000/-.

25. The following events shall also be fundamental breach of Contract:

- i) The Contractor has contravened any Clause / Sub-Clause of the General Condition of Contract.
- ii) The Contractor does not adhere to the agreed construction program and agreed environmental management plan and also fails to take satisfactory remedial action as per Agreements.
- iii) The Contractor fails to carry out the instructions of Engineer-in-Charge within a reasonable time determined by the Engineer-in-Charge in accordance with General Condition of Contract Clause 8 and 11.

SECTION 5: FORMS OF SECURITIES

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex A: Performance Bank Guarantee

Annex B: Bank Guarantee for Advance Payment

**ANNEXURE –A
PERFORMANCE GUARANTEE**

This Guarantee of guarantee (hereinafter referred to as —**Guarantee**) made this (date)..... by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the —**Bank**) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its office at local office at 411, 507, Neelkanth Towers, BS Road, C-Scheme, Jaipur. (hereinafter referred to as —**MWCJ**) which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called —Mahindra World City, Jaipur (hereinafter referred to as —**SEZ**);

B. On the assurance of M/s -----having its registered office at ----- (hereinafter referred to —**Contractor**) that they are having the necessary infrastructure and capacity to undertake construction of ----- package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Contractor have entered into a contract dated xx (hereinafter referred to as —**Contract**) which expression shall include any agreed amendments or modifications thereto) to execute the work within the SEZ in accordance with the terms and conditions of such Contract;

C. Contractor has, by its acceptance to enter into the Contract with MWCJ has agreed to furnish a bank guarantee to MWCJ to ensure timely and satisfactory performance and completion of the work as per terms of the Contract;

D. The Bank has, at the request of the Contractor, agreed to grant in favour of MWCJ, a guarantee to secure performance by Contractor of its obligations under the said works contract.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Contractor has failed to perform its obligations under the said Contract and any amendments or modifications thereto, the Bank shall upon demand of MWCJ forthwith pay to MWCJ, without demur, contestation or dispute, without reference to Contractor, the amount set forth in certificate by MWCJ as the amount of loss / claim / damage / cost / expense arising or likely to arise out of breach or non fulfilment of the said Contract. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Contractor and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ. Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 5 of this Guarantee unless a claim or demand in writing is served upon the Bank by MWCJ. If a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the

expiration date) in respect of the amount so demanded until the obligation of the Bank in respect

hereof is finally determined and the payment made to MWCJ.

3. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.
4. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligation hereunder, to assign this guarantee in favour of any MWCJ affiliate company in India without the consent of but with prior intimation to, the Bank, and the Bank shall not be released from its liability under this Guarantee by reason of any such assignment. The Bank shall forthwith, on receipt of such intimation; undertake necessary endorsements or amendments hereto to incorporate the assignment in favour of such MWCJ affiliate assignee.
5. This Guarantee herein contained shall remain in force and effect till MWCJ certify that the terms and conditions of the said Contract have been fully and properly carried out and that the Contractor has fulfilled all its obligations under the Contract and that MWCJ has no claim against the Contractor on any account against the said Contractor. The Bank shall be released of its liabilities and obligations under this Guarantee only after such a certificate as aforesaid are issued by MWCJ to the Bank.
 - i) The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.
 - ii) Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.
6. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post / Fax / Telex.
7. This Guarantee shall not be affected by any change in the constitution of the Bank or of Contractor or of MWCJ.
8. This Guarantee shall be governed by the applicable laws of India.
9. The expression —The Bank and the Contractor hereinbefore used shall include their respective successors and permitted assigns.

IN WITNESS WHEREOF..... FOR AND ON BEHALF OF THE BANK HAS SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

()

WITNESSES :

1. 2.

ANNEXURE –B

DRAFT OF ADVANCE BANK GUARANTEE

This Guarantee of guarantee (hereinafter referred to as —**Guarantee**) made this (date)..... by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the —**Bank**) of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its local office at 411, Neelkanth Towers, BS Road, C-Scheme, Jaipur. (hereinafter referred to as —**MWCJ**) which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called —Mahindra World City, Jaipur (hereinafter referred to as —**SEZ**);

B. On the assurance of M/s having its registered office at (hereinafter referred to —**Contractor**) that they are having the necessary infrastructure and capacity to undertake construction of package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Contractor have entered into a contract dated xx (hereinafter referred to as —**Contract**) which expression shall include any agreed amendments or modifications thereto) to execute the work within the SEZ in accordance with the terms and conditions of such Contract;

C. MWCJ has agreed to pay an advance of Rs. ----- in accordance with the terms of the Contract to the Contractor to perform its obligations under the Contract. Such advance given by MWCJ shall be secured by Contractor by way of a bank guarantee;

D. The Bank has, at the request of the Contractor, agreed to grant in favour of MWCJ, a guarantee to secure advance payment made by MWCJ to the Contractor.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Contractor has failed to pay the amount equivalent to Rs..... given as advance by MWCJ to the Contractor (hereinafter referred to as —**Advance**) within the time stipulated in the Contract, the Bank shall upon demand of MWCJ forthwith pay to MWCJ, without demur, contestation or dispute, without reference to Contractor, amount equivalent to Advance. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Contractor and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 5 of this Guarantee unless a claim or demand in writing is served upon the Bank by MWCJ. If a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the expiration date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to MWCJ.

3. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's

obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.

4. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligation hereunder, to assign this guarantee in favour of any MWCJ affiliate company in India without the consent of but with prior intimation to, the Bank, and the Bank shall not be released from its liability under this Guarantee by reason of any such assignment. The Bank shall forthwith, on receipt of such intimation; undertake necessary endorsements or amendments hereto to incorporate the assignment in favour of such MWCJ affiliate assignee.

5. This Guarantee herein contained shall remain in force and effect till MWCJ certify that the Contractor has fully paid the Advance back to MWCJ. The Bank shall be released of its liabilities and its obligation under this Guarantee only after such a certificate as aforesaid is issued by MWCJ to the Bank.

i) The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.

ii) Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.

6. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post / Fax / Telex.

7. This Guarantee shall not be affected by any change in the constitution of the Bank or of Contractor or of MWCJ.

8. This Guarantee shall be governed by the applicable laws of India.

9. The expression —The Bank and the Contractor hereinbefore used shall include their respective successors and permitted assigns.

10. IN WITNESS WHEREOF..... FOR AND ON BEHALF OF THE BANK HAS SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

11. ()

12. WITNESSES :

1- 2-

Compliance Status

1. WO No./ Ref. No.:-

2. Name of Contractor / Agency:-

3. Nature of Work :-

4. Bill – Running Bill / Final Bill

Compliance requirements

	Points to be checked	Remarks	S.No	Points to be checked	Remarks
1	Attendance Sheet (Month wise)	Annexure No. –	12	Minimum Wages paid as per law	
2	Wage Sheet / Muster Roll (Month wise)	Annexure No. –	13	Bonus / Gratuity compliances as per applicability	Annexure No. –
Provident Fund			WC Policy		
3	Code No. Allotment Letter (One Time)	Annexure No. –	14	Policy No. & Cover to No. of Workers	Annexure No. –
4	P.F. Challan (month wise)	Annexure No. –	15	Policy Valid upto	
5	Site wise break up (if Challan amount not match with wage sheet)		Annexure No. –	Employees State Insurance (not applicable for construction contractors)	
6	Monthly Return (Form 12A;10;5)	Annexure No. –	16	ESI Challan (If applicable)	Annexure No. –
7	Annual Return under PF	Annexure No. –	17	Return under ESI Laws	Annexure No. –
Contract Labour (R&A) Act			Contractors' All Risk Policy / Third Party Insurance		

8	Whether Form V Issued, if yes, Date		18	Policy No. & Cover Amount (as per contract terms and agreement)	Annexure No. –
9	Licence No. and No. of Maximum Workers (Workers employed by Contractor should not exceed with maximum numbers given in licence at site any time, if yes, please provide numbers)	Annexure No. –	19	Policy Valid upto	
10	Commencement/ Completion report submission to Labour Department		Annexure No. –	Others	

11 Half yearly return / Registers maintained under CL Laws **Annexure No. –** 20 Indemnity Bond Given **Annexure No. –**

Below declaration along with final bill :-

I / We also confirm that we have submitted final bill no..... dated.....for WO No..... relating to and there are no dues after settlement of this final bill.

(Signature of Authorised Signatory of the Contractor)

COMMENTS

Signature of Authorised Signatory of Contractor

Verified by – Site Engineer / Contract Dept.

Book-2 **(Earth Works)**

TECHNICAL SPECIFICATIONS

PREAMBLE

- 1 The Technical Specifications referred herein shall be read in conjunction with the other Bidding Documents.
- 2 The Technical Specification governing the works shall be "Specification For Road and Bridge Works (Fourth Revision) of Ministry of Shipping, Road Transport & Highways (MORTH), Indian Road Congress Publications (IRC) and relevant Indian Standard (IS) codes.

3 EXECUTION OF WORK

3.1 The work shall be carried out in conformity and co-ordination with the Architectural, Road, Electrical, Telecom, Structural, Public Health Engineering and other specialised service & drawings issued to the Contractor. It would be the responsibility of the Contractor to co-ordinate the work with other disciplines and execute the work accordingly. No claim for re-doing of work, idle wages, and wastage of labour, material and machinery, damage to works by any other agency or any other claim whatsoever would be entertained.

3.2 The Contractor shall co-operate with all other trades and agencies working on the site. He shall make provision for hangers, sleeves, structural openings, diversions and other requirements well in advance to prevent hold up of progress of the construction schedule of the work for other agencies working at the site.

3.3 On award of the work, the Contractor shall submit a schedule of completion in the form of a PERT chart and bar chart for approval of the Engineer-in-charge. All dates and time schedule agreed upon shall be strictly adhered to, (within the stipulated time of completion/commissioning. The specified phasing, if any, and stages of handing over of the completed works will be decided by the Engineer-in-charge).

3.4 If part of site is not available for any reasons or there is some unavoidable delay etc., the programme shall be modified without any extra claim or compensation.

4 DRAWINGS

4.1 Contractor shall verify all levels and dimensions at site before starting the work and bring to the notice of the Engineer-in-charge all discrepancies or deviations, if any noticed. The decision of the Engineer-in-charge shall be final.

4.2 All drawings supplied with the tender shall be returned in good condition along with the tender offer.

4.3 Any drawings issued by the Engineer-in-charge for the works are the property of the Engineer-in-charge and shall not be lent, reproduced or used on any works other than intended without the written permission of the Engineer-in-charge in writing.

4.4 The Tender drawings provided for tendering purposes shall be as contained in the Tender Documents and shall be used as a reference only. The Contractor should visualise the nature and type of work contemplated and ensure that the rates and prices quoted by him in the Schedule of Quantities have due consideration of the qualitative and quantitative variations, as may be found at the site and complexities of work involved during actual execution / construction.

4.5 Two copies of drawings, on the basis of which actual execution of work is to proceed, shall be furnished free of cost to the Contractor progressively according to the work programme submitted by the Contractor and accepted by the Engineer-in-charge.

5 INSPECTION AND TESTING OF MATERIALS

5.1 Contractor shall be required, to produce the manufacturers test certificate (in original) for the particular batch of materials supplied to him. The tests carried out shall be as per the relevant Indian Standard Codes.

5.2 For examination and testing of materials and works at the site, the Contractor shall provide and arrange all testing and measuring/gauging equipment necessary for the requisite test as may be required to be carried out by the Engineer-in-charge at the site or Laboratory at the cost of Contractor but not limited to the following:

- a) Theodolite
- b) Dumpy level
- c) Steel tapes

5.3 All such equipment shall be tested for calibration at any approved laboratory at regular intervals as required by the Engineer-in-charge to the entire satisfaction of Engineer-in-charge, at the cost of the Contractor.

6 METRIC CONVERSION

6.1 All dimensions and sizes of materials and equipment given in the tender document are in metric unit.

6.2 Any dimension given in the tender having changed due to metric conversion, the nearest equivalent sizes as per Indian Standards shall be acceptable without any additional cost.

7 REFERENCE POINTS

7.1 Contractor shall provide and maintain permanent bench marks, flag tops and other reference points for the proper execution of work. These shall be preserved till the end of the work at Contractor's cost.

7.2 All such reference points shall be in relation to the levels and locations given in the Architectural and Public Health Engineering drawings.

8 REFERENCE DRAWINGS

8.1 The Contractor shall maintain one set of all drawings issued to him as reference drawings at the project site. These shall not be used on site or placed in rolls at site.

8.2 All corrections, deviations and changes made on site shall be shown on these reference drawings for final incorporation in the completion drawings. All changes to be made there in shall be initialed by the Engineer-in-charge.

9 SHOP DRAWINGS

9.1 The Contractor shall submit to the Engineer-in-charge four copies of the shop drawings, for his scrutiny and approval.

9.2 Shop drawings shall be submitted with the following details:-

- a) Cross section of all the sections.
- b) Longitudinal profile of all the sections including chainage details.

10 COMPLETION DRAWINGS

10.1 On completion of work, Contractor shall submit soft copy/ one complete set of original tracings and one reproducing tracing film with two prints of "As Built" drawings to the Engineer-in-charge. These drawings shall have the following information:

- a) Plan showing the details of all the sections of works.
- b) L-sections showing N.G.L and Final formation level.

10.2 Completion certificate shall not be issued unless the as-built drawings are submitted as indicated above.

11 SITE CLEARANCE AND CLEANUP

11.1 The Contractor shall, from time to time clear away all debris and excess materials accumulated at the site , as desired by the Project Manager.

11.2 After the systems have been executed, tested and commissioned, Contractor shall clean-up the same and remove all plaster, paints stains, stickers and other foreign matters of discoloration leaving the same in a ready to use and in neat condition.

11.3 On completion of all works, the Contractor shall demolish all stores and temporary works remove all surplus materials, tools & labourers/ workmen and leave the site in a broom clean condition, to the satisfaction of Project Manager failing which the same shall be done at the risk and cost of the Contractor.

Bill of Quantities for Landfill Works in DTA (Phase-III)

S.NO.	DESCRIPTION	UNIT	QTY.	RATE (RS)	AMOUNT (RS)
1	Earthwork for soil filling from the source of earth as shown by the Project Manager and as per the directions, with complete grading work as per the specified slopes	Cum	211832		
	Total				
	COST IN LACS.				