

# राजस्थान राज्य क्रीडा परिषद

सवाई मानसिंह स्टेडियम, जनपथ, जयपुर

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क्रमांक : एफ-8/स.अ./718

दिनांक : 06.09.2023

निविदा सूचना संख्या 36/2023-24

राजस्थान राज्य क्रीडा परिषद, जयपुर की ओर से सीकर (राजस्थान) में Construction of WA Certified Class-II PUR Type (Cast in Situ) Synthetic Athletic Track On Engineering, Procurement and Construction (EPC) Mode पर कार्य करवाये जाने हेतु State/Central के अधिकृत संगठनों के विभागों में पंजीकृत or Eligible Sports Infrastructure Companies के संवेदकों से ई-प्रोक्यूरमेंट प्रक्रिया हेतु ऑनलाइन निविदा आमंत्रित की जाती है।

निविदा से संबंधित अन्य आवश्यक विवरण वेबसाइट <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in> & [www.rssc.in](http://www.rssc.in) पर देखा जा सकता है।

  
सचिव



RAJASTHAN STATE SPORTS COUNCIL



Bidding Document  
For  
Construction of WA Certified Class-II PUR Type (Cast in Situ) Synthetic Athletic Track  
At  
Sikar (Rajasthan)  
On  
Engineering, Procurement and Construction (EPC) Mode.

**PART-A Contains (Technical Bid)**

- Section A: Notice for Inviting Tender (NIB)
- Section B: Instruction to Bidders (ITB)
- Section C: Bid Data Sheet (BDS)
- Section D: Qualification and Evaluation Criteria
- Section E: Bidding Forms
- Section F: Conditions of contract and Contract Forms
  - General condition of contract
  - Special condition of contract
  - Contract forms
  - Payment Terms

**PART-B Contains (Financial Bid)**  
Section F: Financial Offer

  
Secretary, RSSC, Jaipur

## PART-A

### Instructions and information to bidder regarding Fee, EMD etc.

1. The tender can be viewed and downloaded from web site <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in> & [www.rssc.in](http://www.rssc.in).
2. The required **Tender Fee of Rs.10000/-** should be deposited in the form of Demand Draft /Banker's Cheque as per the tender documents in favour of **Secretary, Rajasthan State Sports Council** payable at Jaipur.
3. The required **Earnest Money of Rs.17,22,000/-** should be deposited in the form of Demand Draft /Banker's Cheque/Bank Guarantee as per the tender documents in favour of **Secretary, Rajasthan State Sports Council** payable at Jaipur.
4. The required **Processing Fees of Rs 2500/-** in the form of Demand Draft /Banker's Cheque in favour of **MD, RISL, Jaipur** payable at Jaipur.
5. Interested bidders may obtain any information, if required, from Secretary, Rajasthan State Sports Council, SMS Stadium, Jaipur (Raj).
6. Bidder must have a valid GST Registration Certificate.
7. Bid must be accompanied by EMD (Bid Security) Through Demand draft/Banker's Cheque/Bank Guarantee.
8. Bids must be submitted electronically on or before deadline mentioned in NIT and will be opened at on mentioned dates, in the office of the Secretary, Rajasthan State Sports Council, SMS Stadium, Jaipur in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt/ opening of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
9. Any amendment in the NIT shall henceforth be uploaded on website only. Bidder's failure to check the mail & notice the amendments/ modifications/ clarifications issued by the RSSC shall not be entertained in any way.
10. Other details are available in the bidding documents.

  
Secretary, RSSC, Jaipur



**NOTICE INVITING TENDER**

E-tender is invited on the EPC (Engineering Procurement and Construction) mode under two cover (stage) bidding system from registered contractors with any Engineering Departments of State/Central Government or Eligible Sports Infrastructure Companies for "Construction of WA Certified Class-II PUR Type (Cast in Situ) Synthetic Athletic Track at Sikar (Rajasthan)." as detailed below.

S.No	Name Of Work	Approx. Cost	Bid security/ Ear nest money (2% )	Tender Cost	Period of Completion Months
1	Construction of WA Certified Class-II PUR Type (Cast in Situ) Synthetic Athletic Track at Bharatpur, Bikaner & Jodhpur (Rajasthan).	861.00 Lacs	Rs. 17,22,000/-	Rs. 10,000/-	06 months

- The Bidding documents consisting of Qualifying Information, Eligibility Criteria, Specification, Drawings, Financial Offer, General and Conditions of Contract, and other details can be seen/downloaded from the Website <https://eproc.rajasthan.gov.in> , <http://sppp.rajasthan.gov.in> and [www.rssc.in](http://www.rssc.in).
- The bidder should upload scanned copy of Demand Draft/Banker's Cheque/Bank Guarantee (Earnest Money) and Demand Draft/Banker's Cheque(Tender Fee & Processing Fee) on E-Procurement website. The original DD/BC shall be deposited in the office of Secretary, Rajasthan State Sports Council, SMS Stadium, Jaipur up to prescribed time & date.

  
Secretary, RSSC, Jaipur



**NOTICE INVITING TENDER**

To be uploaded separately

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**1. INSTRUCTION TO BIDDERS**

**DEFINITION:** -The term "COUNCIL/RSSC/Department" wherever appearing in this specification would mean **Rajasthan State Sports Council** and shall include the person authorized to place an order for this specification. Throughout these bidding documents, the terms 'bid' and 'tender' and their Derivatives (bidder/tender, bid/tender, bidding/ tendering etc.) are synonymous.

**1.1 PREPARATION OF TENDER**

- 1.1.1 Before submission of the tender, The Bidder, at his own responsibility, risk, and cost 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 their own.
- 1.1.2 The bidders are requested to have themselves fully conversant with the technical specification, nature of work, site conditions and general conditions of contract etc. So that no ambiguity arises at a later date in this respect. They shall visit site for seeing the actual working conditions and the nature of work. Claim whatsoever in this regard shall not be considered.
- 1.1.3 Only such firms need to submit tender who are themselves capable of carrying out the work and can produce satisfactory evidence that they have necessary experience and required manpower and T&P etc. for handling such jobs.
- 1.1.4 The Council reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders & also reserves right to postpone the date for presentation and opening of tender without assigning any reason.
- 1.1.5 The Council reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders & also reserves right to postpone the date for presentation and opening of tender without assigning any reason.
- 1.1.6 Tender document are not transferable.
- 1.1.7 Bidder can submit only one tender for a work.
- 1.1.8 The Council shall not be liable for expenses incurred by the bidder in the preparation of the tender whether this tender is accepted or not.
- 1.1.9 It is mandatory that all documents available in tender specifications are properly filled, duly signed and submitted. If any of the document part of tender specification is not submitted, tender may be rejected.
- 1.1.10 The Tender shall be containing the name, residence and place of business of Persons submitting the tender.

**1.2 EARNEST MONEY AND TENDER COST**

- 1.2.1 Before submitting the tender, the bidder shall deposit an amount as indicated in "Section-C" as earnest money in the form of Demand Draft/Banker's Cheque/Bank Guarantee payable at Jaipur in favour of "Secretary, RSSC, Jaipur." And Tender Cost in the form of Demand Draft/Banker's Cheque payable at Jaipur in favour of "Secretary, RSSC, Jaipur."
- 1.2.2 Processing fee in the form of Demand Draft/Banker's Cheque payable at Jaipur in favour of "MD, RISL, Jaipur."
- 1.2.3 In case of unsuccessful tender, the earnest money will be refunded on application and production of the original receipt. In case of successful bidder, the amount of earnest money deposit will be adjusted towards security deposit.
- 1.2.4 Request for adjustment/appropriation of earnest money/deposits if any already lying with the Council in connection with some other tender/orders/works shall not be entertained.
- 1.2.5 No interest shall be payable on earnest money deposit.
- 1.2.6 The Council reserves the right to forfeit earnest money deposit or a part thereof in circumstances, which may indicate that the contractor is not earnest in executing any order placed under the specification.





### 1.3 GENERAL

- 1.3.1 RSSC may reject any or all of the tenders without assigning any reason.
- 1.3.2 Direct or indirect canvassing on the part of the bidder or their representatives will disqualify the bidder.
- 1.3.3 The fact of a tender to the Council shall be deemed to constitute an agreement between the bidder and the Council. Whereby the tender shall remain open for acceptance, the bidder shall agree neither to withdraw his offer nor to impair or derogate the same. If bidder be notifying during the period of validity of tender that his tender is accepted by the Council, he shall be bound by their terms of agreement constituted by his tender and such acceptance thereof by the Council until a formal contract of the same has been executed between him and the Council in replacement of such agreement.

### 1.4 RECEIPT AND OPENING OF TENDERS

- 1.4.1 For online tenders, tender documents are to be downloaded from the website <http://eproc.rajasthan.gov.in> and the interested bidders will have to submit their tender online in electronic format on this website with their digital signatures up to scheduled date & time. The bidder will have to register themselves on website <http://www.eproc.rajasthan.gov.in> for participating in this tender. For this purpose, Digital Signature Certificate (DSC) has to be obtained from any agency approved by CCA. This DSC will be used to sign the bids submitted online by the bidder. Only digitally signed documents are required to be uploaded. The department will not be responsible for any delay in online submission on any account. The bidder shall ensure that all the **Financial Offer** as asked in tender document have been filled up and attached with the bid submitted in electronic format.
- 1.4.2 Tender shall be accepted not later than time and dates specified. For online tenders, physical submission of bids is not allowed.
- 1.4.3 The part-A I.e. Techno-commercial Bid will be opened on the scheduled due date and time of opening in the presence of representatives of participant firms who choose to be present. Offers without EMD shall not be opened.
- 1.4.4 The Price Bid will be opened only of that bidder who's Part-A bids have been found Techno-Commercial acceptable, on the specified date which shall be intimated later on.
- 1.4.5 If the dates specified for opening of tenders be declared as public holiday, the tenders shall be opened on the day on which office reopens after such holiday (s) in the manner as stated in aforesaid clauses without any notification.

### 1.5 DEVIATIONS

- 1.5.1 Deviation from these specification and general conditions of contract shall not be acceptable. Conditional tenders are liable to be rejected.

### 1.6 DOCUMENT TO ACCOMPANY WITH TENDERS

- 1.6.1 The bidder shall furnish all required documents as prescribed in the tender including scanned copies of supporting documents of prequalifying requirement (as mentioned in NIT and Section-C) including self-attested copies of work/supply orders, performance certificate, solvency certificate of required value, registration certificates of GST and tender documents like Section A to F. **FINANCIAL OFFER** (Section G) shall have to be uploaded in separate cover.
- 1.6.2 Bidder not giving EMD and giving false remark having deposited EMD shall be rejected and debarred/blacklisted by RSSC, Jaipur and may be communicated to other organization also.
- 1.6.3 The tender who is not accompanied with any of the above mentioned documents or is accompanied with incomplete annexure (s) / schedule (s) are liable for rejection.

### 1.7 VALIDITY OF TENDER

- 1.7.1 Bids shall be valid for a period of 90 days from the date and time on which tenders are opened. If the bidder is notified in writing at the address given in the tender within the said period of 90 days that



His tender has been accepted, he shall be bound by the terms of agreement. Bidders mentioning a shorter validity period than specified are likely to be ignored. In case validity period is not stated it will be presumed that the tender is valid for 90 days without obtaining any confirmation from the tender.

#### **1.8 CANVASSING**

- 1.8.1 No bidder shall canvas any Council official or the Engineer with respect to his or other tender. Contravention of the condition will invoke in rejection of the tender.

#### **1.9 ACCEPTANCE OF TENDER**

- 1.9.1 If tender is accepted a written order for executing the work will be placed upon bidder. The order placing authority reserves the right to accept either the whole or a part of tender or to place order to more than one bidder.

#### **1.10 CONTRACT DOCUMENT AND AGREEMENT**

- 1.10.1 The tender specifications, tender submitted by bidder, any correspondence with bidder before issuing the order, letter of intent and detailed work order shall be part of agreement. The contract shall for all-purpose be constructed according to the laws of India and subject to appeal in courts having jurisdiction in Jaipur. For the due fulfillment of the contract, the contractor shall execute an agreement in triplicate in the prescribed form to be obtained from the order placing authority on non-judicial stamp paper of value as per stamp duty applicable in Govt. of Rajasthan. Such agreement shall be executed & signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on the simple paper. Cost of preparation of contract agreement shall be borne by the contractor.

#### **1.11 CORRESPONDENCE**

- 1.11.1 Contractor shall provide a valid e-mail id and shall keep it active till finalization of contract. All correspondence pertaining to the contract shall generally be sent by e-mail to the contractor. Contractor shall address all correspondence to concerned Engineer-in-charge.

#### **1.12 CONTRACT PERIOD**

- 1.12.1 Time allowed for the work to be reckoned after 07 days from the date of written order to commence the work or as mentioned in L.O.I. / work order. The period of the contract will be 06 months from the commencement of the work.

#### **1.13 SCOPE OF WORK**

- 1.13.1 This is the work for the Construction of PUR Type (Cast In Situ) 400 Mtr 8 lanes synthetic athletic track with warm up track and area of synthetic athletic track should not less than 7500 Sqm with minimum thickness 15mm or as per WA standards, specifications and complete in all respects including works mentioned below and as per reference drawing.
- A. Facility for high jump with pit and crossbar with stand.
  - B. Facility for pole vault with pit and crossbar with stand, long jump & triple jump on both sides.
  - C. Facility for steeple chase track with water jump.
  - D. Drainage system with CC covers as per site requirement.
  - E. Concrete edge wall as per site requirement.
  - F. Chain link fencing length as per site requirement.
  - G. Inter locking tile around the periphery of the track as per site requirement.
  - H. Filling of earth inside of the chain link fencing will be filled with compacted soil as per direction of Engineer-in-charge.
  - I. Natural grass football ground with accessories (goal post) inside the track area.



- J. Underground sump well with pump house facility, tube well and water hydrant provisions.
- K. Synthetic Athletic Track should be equipped with Performance Diagnostics/Analysis Facilities which will be comprises of sensors/timing gates & other relevant accessories etc. (as per reference drawing)
- 1.13.2 The Imported Material for Synthetic Track should be of European, American and Australian Origin.
- 1.13.3 The Synthetic Track should be designed as per Geotechnical report of the proposed site.
- 1.14 **DEFECT LIABILITY PERIOD:** - The contractor shall be responsible to rectify all the defects in defect liability period i.e. 36 Months from the date of completion of work.
- 1.15 **SECURITY DEPOSIT:** - Security deposit shall be refunded after 36 Months of expiry of defect liability period i.e. after date of completion of work. The amount deducted as security deposit can be released on the submission of Bank guarantee (from scheduled bank) of same withheld amount as a security deposit after expiry of period of refund i.e. 36 Months of security deposit and defect liability period from the date of completion.

  
Secretary, RSSC, Jaipur



**2. Compliance with the Code of Integrity and No Conflict of Interest:** -Any person participating in a procurement process shall –

**2.1 Code of Integrity**

- 2.1.1 Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- 2.1.2 Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 2.1.3 Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- 2.1.4 Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- 2.1.5 Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- 2.1.6 Not obstruct any investigation or audit of a procurement process;
- 2.1.7 Disclose conflict of interest, if any; and
- 2.1.8 Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**2.2 Conflict of Interest**

- 2.2.1 The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 2.2.2 A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to;
  - 2.2.2.1 Have controlling partners/ shareholders in common; or
  - 2.2.2.2 Receive or have received any direct or indirect subsidy from any of them; or
  - 2.2.2.3 Have the same legal representative for purposes of the Bid; or
  - 2.2.2.4 Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - 2.2.2.5 The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - 2.2.2.6 The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - 2.2.2.7 Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring. Entity as Engineer-In-charge/Consultant for the contract.





3. Declaration by the Bidder regarding Qualifications Declaration by the Bidder

In relation to my/ our Bid submitted to..... For procurement / work  
of..... In response to  
their Notice Inviting Bids No.....

Dated..... I/ we hereby declare under Section 7 of Rajasthan Transparency in Public  
Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:  
Place:

Signature of bidder  
Name:  
Designation  
Address:



#### 4. Grievance Redressed during Procurement Process

The designation and address of the First Appellate Authority is Secretary, Rajasthan State Sports Council. The designation and address of the Second Appellate Authority is Principal Secretary, Youth Affairs & Sports Department Govt. of Rajasthan, Jaipur.

(1) Filing an Appeal: - If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;

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

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

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

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

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

- Determination of need of procurement;
- Provisions limiting participation of bidders in the Bid process;
- The decision of whether or not to enter into negotiations;
- Cancellation of a procurement process;
- Applicability of the provisions of confidentiality.

#### (5) Form of Appeal

(a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

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

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

#### (6) Fee for filing appeal

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

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Secretary, RSSC, Jaipur payable at Jaipur.

#### (7) Procedure for disposal of appeal

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

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

1. Hear all the parties to appeal present before him; and
2. Peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



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

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

Before the..... [First/ Second Appellate Authority]

1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s) :
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/ authority Who passed the order (enclose copy), or a Statement of a decision, action or omission of The Procuring Entity in contravention to the provisions Of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by A representative, the name and postal address Of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:..... (supported by an affidavit)
7. Prayer:  
Place.....  
Date.....  
Appellant's Signature





## 1. BID DATA SHEET (BDS)

## 1.1 GENERAL DETAILS OF TENDERS:


S.No.	ITEM	Particulars
1.	Name of Work	Construction of WA Certified Class-II PUR Type (Cast in Situ) Synthetic Athletic Track at Sikar (Rajasthan)
2.	Tender Fee (Non-Refundable)	Rs.10,000/- DD/BC in favour of Secretary, Rajasthan State Sports Council, Jaipur
3.	Earnest Money	Rs.17,22,000/- Demand Draft/Banker's Cheque in favour of Secretary, Rajasthan State Sports Council, Jaipur
4.	E-tender processing fee (Non-Refundable)	Rs.2500/- DD/BC in favour of Managing Director, RISL, Payable at Jaipur
5.	Contract Period	06 months
6.	Validity of Tender	90 days

## 1.2 IMPORTANT DATES:

6.	Validity of Tender	90 days
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1.2 IMPORTANT DATES:			
S. No.	Events	Date & time	Website / Address
A	Date & time for downloading of tender document	07.09.2023 9:00 AM to 19.09.2023 11:00 AM	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://www.rssc.in">www.rssc.in</a>
B	Date & time of submission online tender document	07.09.2023 9:00 AM to 19.09.2023 11:00 AM	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
C	Pre-Bid Meeting Dated	13.09.2023 11:00 AM	Secretary, Rajasthan State Sports Council, SMS Stadium, Jaipur
D	Deposition of earnest money, tender fee and processing fee in physical form	19.09.2023 3:00 PM	
E	Date & time of opening of Technical Bid (Part-A)	20.09.2023 1:00 PM	
F	Opening of Price Bid (Part-B)	To be Announced and Communicated later	

Note :- Pre-Bid Fees 10000/- should be deposited through DD/Banker's Cheque in Favour of Secretary, RSSC, Jaipur before attending pre-bid meeting and same will be adjusted against Tender documents fees.

  
Secretary, RSSC, Jaipur



**1. QUALIFICATION AND EVALUATION CRITERIA**

In order to justify their capability of execution and completion of work as per technical specifications, within stipulated period of completion, a bidder shall provide documents with the bid, as stated below-

**1.1 Technical and Financial Criteria**

- 1.1.1 Bidder should be registered with any Engineering department of Central/State Govt. or Eligible Sports Infrastructure Companies.
- 1.1.2 Bidder must have a valid GST Registration Certificate.
- 1.1.3 Authorised Signatory of firm.
- 1.1.4 Total monetary value of construction work performed for each of the last five years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.
- 1.1.5 Experience of works in similar nature in any of the last five years, and details of works underway or contractually committed and clients who may be contacted for further information on those contracts.  
**Note: - Similar nature work i.e. Providing and Laying of WA Certified Class-II PUR type (Cast in Situ) Synthetic Athletic Track. "**
- 1.1.6 A bidder should have completed atleast one WA certified class-II synthetic track with sub-base in each year in last five Financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 in India in his name.
- 1.1.7 Reports on the financial standing of the Bidder, such as audited balance sheet certified by Chartered Accountant for the past five years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.
- 1.1.8 Evidence of access to line(s) of credit and availability of other financial resources facilities, certified by the Bankers (Not more than 3 months old).
- 1.1.9 The average annual financial turnover should not be less than the estimated cost of work during the last five consecutive financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 and average turnover certificate must be certified by Chartered Accountant with seal and UDIN No.
- 1.1.10 Bid from Joint Venture is not allowed.
- 1.1.11 Availability of either owned or leased following key and critical equipment for this work Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the annexure in "Section-E".
- 1.1.12 The bidder must not be blacklisted or debarred by any Organization in last five years. (Self-declaration on Affidavit should be submitted with the technical bid documents).
- 1.1.13 Bidder should produce undertaking for agreeing with Tender Conditions.
- 1.1.14 Availability of project manager with minimum three years' experience in construction of similar nature works, and other key personnel with adequate experience as shown in the annexure in "Section-E".

**1.2 Bid Capacity**

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:  
Assessed Available Bid capacity =  $(A * N * 2 - B)$

Where

A=Maximum value of similar nature works executed in any one year during the last five years (updated to the price level of the year indicated as below) taking into account the completed as well as works in progress.

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

B=Value (updated to the price level of the year indicated as below) of existing commitments and on-going works to be completed during the next N years (period of completion of the works for which bids are invited)

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



Price level factors (for the cost of works executed and financial figure to a common base value for works completed)

Financial Year before	Multiply factor
Current Year	1.00
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

## 2. AWARD OF CONTRACT

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

- 2.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- 2.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion; litigation history, or financial failures etc.
- 2.3 Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.
- 2.4 Each bidder shall submit only one bid.



Secretary, RSSC, Jaipur



**Bidding Forms/Annexure****SECTION-E**

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid. [Reference Cl.1.2.1]

(A) Existing commitments and on-going works:

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

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

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

(B) Works for which bids already submitted

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

Qualifications and experience of key personnel required for administration and execution of the Contract [Reference Cl.1.1.14]

Position	Name	Qualification	Year of Experience	Years of experience in the
			(General)	proposed position
Project Manager				

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**Key Plant & Equipment to be deployed on Contract Work on each work**  
[Reference Cl.1.1.11]

S. No.	Item	Minimum Nos.*			Source (Owned/Leased)
		Building work	Road Work	Bridge work/ ROB	
1	Motor Grader	-	-	-	NA
2	Batch Mix Plant (Bitumen) / or Drum mix plant (80- 100 TPH) capacity	-	1	-	Owned/Leased
3	Paver finisher with Electronic Sensor	-	1	-	Owned/Leased
4	JCB	-	1	-	Owned/Leased
5	Fully automatic Batching Plant (Concrete)	-	-	-	NA
6	Pumping Unit for concrete	-	-	-	NA
7	Transit Mixer	-	-	-	NA
8	Plate & Needle vibrators	-	2	-	Owned/Leased
9	Steel Plate shuttering	-	1000 Sqm	-	Owned/Leased
10	Steel jacks & tie bars	-	550 Nos	-	Owned/Leased
11	Adjustable rafters	-	-	-	Owned/Leased
12	Pipe Scaffolding	-	200 Sqm	-	Owned/Leased
13	Mortar mixing machine (with Hopper)	-	1	-	Owned/Leased
14	Vibratory road roller	-	1	-	Owned/Leased
15	Pneumatic road roller	-	2	-	Owned/Leased
16	Dumpers	-	6	-	Owned/Leased
17	WMM Plant	-	-	-	NA

\* The requirement should be defined as per project specific requirements





[Réference Cl.2.1.16]

**UNDERTAKING BY THE BIDDER**

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. I/We have signed all the pages in acceptance of the terms and conditions.

I/We also undertake that I/We will not adopt any malpractices at any stage of bidding/execution.

Signature of the Bidder with Seal

Name:

Designation:

Address:

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## DEVIATIONS

Deviations from general conditions as well as technical specifications demanded by the bidder may be listed below. Deviation mentioned elsewhere in tender shall not be accepted.

S. No.	Clause No.	Deviation Asked For

Any variation from the standard/required parameters shall not be entertained and proportionate reduction in cost shall be made at the discretion of RSSC.

Signature of contractor or  
His authorized representative with date Company Seal

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## 1. GENERAL CONDITIONS OF CONTRACT

## 1.1 Clause 1: Security Deposit

Rajasthan State Sports Council at the time of making any payment to the contractor for work done under the contract will deduct the security deposit @ 10% of the gross value of each Running Bill (The earnest money deposited by the contractor, if any, at the time of tendering will be adjusted towards security deposit).

The amount so deducted as a security deposit can be released on the submission of Bank guarantee (from scheduled bank) of same withheld amount as a security deposit after expiry of period of refund i.e. 36 Months of security deposit and defect liability period from the date of completion.

All compensation or other sums of money payable by the contractor to RSSC under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Contractor by the RSSC. on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or bank guarantee of nationalized/scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

## 1.2 Clause 2: Compensation for Delay

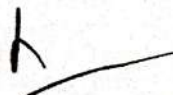
The time allowed for carrying out the work, as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for forfeiture of the amount of earnest money. Besides, appropriate action may be taken by the Engineer-in-charge/Competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract be proceeded with all due diligence, time being essence of the contract, on the part of Contractor. To ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (Save for special jobs) to complete 1/8 of the work of the work before 1/4 of the work time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of work before 3/4th of such time has elapsed. The contractor shall further be bound to carry out the work in accordance with the date and quantities entered in the progress statement attached to the tender. However, if for any special job, a time schedule has been submitted by the contractor and the same has been accepted by the engineer in charge, the contractor shall complete the work within the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount as the Secretary, RSSC, Jaipur or his authorized Engineer (whose decision in written shall be final) may decide for the unjustified delay in the manner proposed below on the said tendered amount of the whole work. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed the amount of security deposit for the work.

The compensation to the extent indicated below shall be recovered for un-justified delay on the part of contractor as decided by competent authority.

S. No.	Un--justified delay	Compensation
1	Up to 10% of the time allowed	½% of tendered amount
2	More than 10% but up to 20%	1% of tendered amount
3	More than 20% but up to 30%	1½ % of tendered amount
4	More than 30% but up to 40%	2 % of tendered amount
5	More than 40% but up to 50%	2½ % of tendered amount

"Time allowed may be considered as time given in work order plus the time extended for justified reasons, by the competent authority"

Thus 5% compensation would be for equal period of delay in proportion of the time allowed. This will amount to the maximum of 10% on double the period of delay or more and increasing between 5% to 10% at the rate of ½ % for each period of 10% of delay.





For compensation on delay in different phases of work this clause may be read with relevant clause of special conditions.

### 1.3 Clause 3: Risk & Cost Clause

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases: -

If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a Creditor, shall be appointed or if circumstances shall arise, which entitle the Court to make or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.

If the Contractor commits breaches of any of the terms and conditions of this contract.

If the Contractor commits any acts mentioned in Clause 19 hereof.

When the Contractor has made himself liable for action under any of the cases aforesaid the Engineer-in-charge on behalf of the RSSC shall have powers: -

To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, and full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of RSSC.

To employ labour paid by the RSSC and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this contract. The certificate of the Officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by RSSC under this contract or on any other account, whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And, in case action is taken under any of provisions aforesaid the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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- 1.4 **Clause 4: Contractor remains liable to pay compensation, if action not taken under Clause 3**  
In any case in which any of the powers conferred by Clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, notwithstanding, be exercisable in the event of any further case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit/Earnest Money/Enlistment security and the liability of the Contractor for past and future compensation shall remain unaffected.

**Power to take possession of or require removal, sale of Contractor's Plant**

In the event of the Engineer-in-charge putting in force, powers vested in him under the preceding Clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof, or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Engineer or duly authorised representative (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer may, by notice in writing to the contractor or his clerk of the work, foreman or other authorised agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any requisition, the Engineer or other duly authorised Engineer may remove them at the Contractor's expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Engineer or other duly authorised representative as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

1.5 **Clause 5: Extension of Time**

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid and the Authority Competent to grant extension under the rules/delegation of power or other duly authorised Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extension shall be granted in accordance with provisions under clause (2) of this agreement.

1.6 **Clause 5 A: Monthly Return of Extra Claims**

Contractor has to submit a return every month for any work claimed as extra. The contractor shall deliver the return in the office of the Engineer and obtain Receipt Number of the Receipt Register of the day on or before 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contractor or in the Schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims not included, whatsoever be the circumstances.

1.7 **Clause 6: Final Certificate**

On completion of the work, the contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Secretary, RSSC, Jaipur and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work,



the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realised by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the contractor, and such re-measurements shall be binding on the Contractor.

Within thirty days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there are no defects in the work, shall give the Contractor, a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the defects pointed out as above have been removed.

**1.8 Clause 7: Payments on Intermediate Certificate to be regarded as advance**

No payments shall be made for work estimated to cost less than rupees twenty-five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty-five thousand; the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum. so payable shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskilful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

**1.9 Clause 7 A: Time Limit for Payments of Final Bills**

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

**1.10 Clause 8: Bills to be submitted monthly**

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorised or paid, if possible, before the expiry of ten days from the presentation of





the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the Contractor in all respects.

**1.11 Clause 8A: Contractor to be given time to file objection to the Measurements recorded by the Department**

Before taking any measurement of any work, as have been referred to in preceding clauses 6, 7 & 8, the Engineer-in-charge or a subordinate, deputed by him, shall give reasonable notice to the Contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge, then in any such event, the measurements taken by the Engineer-in-charge or by the subordinates deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

**1.12 Clause 9: Bills to be on printed forms**

The Contractor shall submit all bills printed only, at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

**1.13 Clause 9 A: Payments of Contractor's Bills to Banks**

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor had furnished to the Engineer-in-charge (i) an authorisation in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments and (ii) his own acceptance of the correctness of the account made out, as being due to him, by RSSC or his signature on the bill or other claim preferred against RSSC before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing herein contained, shall operate to create in favour of the Bank any rights vis-à-vis the **Secretary, RSSC, Jaipur.**

**1.14 Clause 10: Stores supplied by RSSC (Not Applicable)**

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's store, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said **Financial Offer** or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the Security Deposit or the proceeds of sale, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of RSSC, shall remain the absolute property of RSSC. The Contractor shall be the trustee of the Stores/Materials, so supplied/procured, and these shall not, on any account, be removed from the site of work and shall be all times open to inspection by the Engineer-in-charge. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract shall be returned to the Officer's stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice the Contractor fails to return the materials, so required, he shall be liable to pay the price of such materials, unless with such consent, and shall have no claim in accordance with the provision of Clause 10 B. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to such materials. For the stores so returned by the Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight cartage, taxes etc., paid by the Contractor, in case of supplies received with the assistance of RSSC. This, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in





view its conditions etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the RSSC all advantages or profits resulting, or which in usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.

**1.15 Clause 10 A: Rejection of materials procured by the Contractor**

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion, are not in accordance with the specifications and, in case of default, the Engineer-in-charge shall be at liberty to employ other person(s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be borne by the Contractor.

**1.16 Clause 10 B: Penal rate in case of excess consumption**

The Contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Material Supply and Consumption Statement, in prescribed Form RPWA 35A shall be submitted with every Running Account Bill, distinguishing material supplied by the RSSC and material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

**1.17 Clause 10 C: Hire of Plant and Machinery**

Special Plant and Machinery, required for execution of the work, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per departmental Rules, as per Financial Offer annexed to these conditions. Rates of such Plant & Machinery shall be got revised periodically so as to bring them at par with market rate.

**1.18 Clause 11: Works to be executed in accordance with Specifications, Drawings and Orders etc.**

The Contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the Specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the Contractor shall if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design and specifications etc. shall be given on each Running Account Bill.

The specifications of work, material and methodology of execution, drawings and designs shall be signed by the Contractor and Engineer-in-charge while executing agreement and shall form part of agreement.

**1.19 Clause 12 Addition & Alteration in Work**

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





If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in the sub-clauses (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.

If the rates for the altered, additional or substituted work item cannot be determined in the manner specified in sub-clauses (i) to (ii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under the clause.

Except in case of items relating to foundations, provisions contained in sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause 12.A.

For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations: -

For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.

For abutments, piers, retaining wall of culverts and bridges walls of water reservoir and the bed of floor level.

For retaining walls, where floor levels are not determinate 1.2 meters above the average ground level or bed level.

For roads, all items of excavation and filling including treatment of sub base and soling work.

For water supply lines, sewer lines, underground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.

For open storm water drains, all items of work except lining of drains.

Any other items of similar nature which Engineer-in-Charge may decide relating to foundation.

The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit, shall be determined in accordance with the provisions contained in Clause 12A.

#### **1.20 Clause 12A Quantity & Rates for Additional Work**

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Engineer-in-charge and the Contractor. This limit shall not be applicable on items relating to foundation work which shall be executed as per original rates or provision of clause 12(i) to (iv).

In case of contract substituted items or additional items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub clause (ii) of clause 12 and the Engineer-in-Charge, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in

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writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this Clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding clause 12 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in-charge and the Contractor.

**1.21 Clause 13: No compensation for alterations in or restriction of work to be carried out**

If, at any time after the commencement of the work, the RSSC shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alteration having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bona fide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from RSSC Stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

**1.22 Clause 14: Action and compensation payable in case of bad work**

If it shall appear to Secretary, RSSC or any authorized authority or the Engineer-in-charge or his subordinates in-charge of the work, or to the committee of retired officers/officers appointed by the RSSC for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted, or otherwise not in accordance with contract the Contractor shall on demand in writing from the Engineer-in-Charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for will rectify or remove and reconstruct the work so specified, in whole or in part, as the case may be, remove the materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost and in the event of his failing to do so, within a period to be specified by the Engineer-in-Charge in his demand, as aforesaid, then the Contractor shall be liable to pay compensation, at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense, in all respects of the contractor.

**1.23 Clause 15: Work to be open to inspection: Contractor or his responsible Agent to be present**

All work, under or in course of execution or executed in pursuance of the contract, shall, at all times, be open to inspection and supervision of the Engineer-in-Charge and his superior officers and his subordinates and any other authorized agency of the RSSC and the contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate and any other authorized agency of RSSC or committee of retired officers/officers appointed by the RSSC for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to be Contractor himself.

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**1.24 Clause 16: Notice to be given before any work is covered up**  
The Contractor shall give not less than 7 days notice, in writing, to the Engineer-in-Charge or his subordinate-in-charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge of the work, and if, any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense or in default, thereof, no payment or allowance shall be made for such work, or for the materials, with which the same was executed.

**1.25 Clause 17: Contractor liable for damage done and for imperfections**  
If the Contractor or this work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause, whatsoever, or any imperfection become apparent in it, within a period specified in Clause 37, after a Certificate, final or otherwise of its completion, shall have been given by the Engineer-in-charge, may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the Contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

**1.26 Clause 18: Contractor to supply Plant, Ladders, Scaffolding etc.**  
The Contractor shall arrange and supply, at his own cost, all materiel (except such special materials, if any, as may in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the propose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions, he is entitle to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Security Deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

**1.27 Clause 19: Work not to be sub-let, Contract may be rescinded and Security Deposit Forfeited for sub-letting, bribing or if Contractor becomes insolvent.**

The Contractor shall not be assigned or sublet without the written approval of the Secretary, RSSC, Jaipur and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents, to any public officer or person, in the employ of RSSC in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Secretary, RSSC may, thereupon, by notice, in writing rescind the contract and the Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of RSSC and the same consequences shall ensure as, if the contract had been rescinded under Clause 3 hereof, and in addition, the Contractor shall not be entitled to recover or be paid for any work there for, actually performed under the contract.





**1.28 Clause 20: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of RSSC without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**1.29 Clause 21: Changes in Constitution of firm**

Where the Contractor is a partnership firm, the previous approval, in writing, of the Engineer-in-charge shall be obtained before any charge is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensue, as provided in the said clause 19.

**1.30 Clause 22: Works to be under direction of Engineer-in-charge**

All the works to be executed under the contract shall be executed under the direction and subject to the approval, in all respect, of the Engineer-in-charge of the RSSC for the time being, who shall to direct, at what point or points, and in what manner, they are to be commenced and time to time, carried on.

**1.31 Clause 23: Standing committee for settlement of Disputes**

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs. 50,000/- or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated, and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would be formed by the Secretary, RSSC, Jaipur.


The Engineer-in-charge on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One Lacs) from the Contractor, shall refer the disputes to the committee, within a period of one month from the date of receipt of application. Procedure and Application for referring cases for settlement by the Standing Committee shall be as given in Form RPWA 90.

**1.32 Clause 23 A: Contractor to indemnify for infringement of Patent or design.**

Contractor shall fully indemnify the Secretary, RSSC, Jaipur against any action, claim or proceeding, relating to infringement or use of any patent or design, or any alleged patent or design, rights and shall pay any royalties, which may be payable in respect of any article or part thereof, included in the contract, in the event of any claims made under or action brought against RSSC. In respect of any such matters, as aforesaid, the Contractor shall be, immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise there from provided that the Contractor shall not be liable to indemnify the Secretary, RSSC, Jaipur, if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer-in-charge in this behalf.

**1.33 Clause 24: Imported Store articles to be obtained from RSSC**

The contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the work or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission, in writing, from the Engineer-in-charge, to obtain such stores and articles from else-where. The value of such stores and articles, as may be supplied to the Contractor by the Engineer-in-charge, will be debited to the Contractor in his account, at the rates shown in the **Financial Offer** attached to the contract, and if they are not entered in the **Financial Offer**, they will be debited at cost price, which for the purposes of this contract, shall include the cost of carriage and all over expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.





- 1.34 Clause 25: Lump sums in estimates**  
When the estimate, on which a tender is made includes lump sums, in respect of parts of the work, the Contractor shall be entitled to payment in respect of the item of work involved, or the part of the work in question is not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump-sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.
- 1.35 Clause 26: Action where no Specification**  
In case of any Class of work which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.
- 1.36 Clause 27: Definition of work**  
The expression "works" or "work" where used in these conditions, shall, unless there be something either in subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
- 1.37 Clause 27 A: Definition of Engineer-in-charge**  
The term "Engineer-in-charge" means the Officer or any other officer authorized by the Secretary, RSSC, Jaipur who shall supervise, and be in charge of the work, and also who shall sign the contract on behalf of the Secretary, RSSC, Jaipur.
- 1.38 Clause 28: Availability of Site**  
It cannot be guaranteed that the work will be started immediately after the tenders have been received. No claim for increase of rate will be entertained, if the orders for starting work are delayed.
- 1.39 Clause 29: Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the Engineer-in-charge**  
The rates for several items of works, estimated to cost more than Rs. 1000/-, agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specifications. In case, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.
- 1.40 Clause 29 A: Payments at part rates**  
The rates for several items of works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of items rates, if the rate quoted for certain items are very high in comparison to the average/overall tender premium, then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.
- 1.41 Clause 30: Contractor's Percentage, whether applied to net or gross amount of bills**  
The percentage referred to in the "Tender for works" will be deducted /added from/ to the gross amount of the bill before deducting the value of any stock issued.
- 1.42 Clause 31: Contractor to adhere to labour laws/regulation**  
The Contractor shall adhere to the requirements of the Workman's Compensation Act / ESI and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workman which would be payable for injuries under the Workman's Compensation Act / ESI, here-in-after called the said Act. If such compensation is paid by the RSSC as Principal Employer under Sub Section (1) of Section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the RSSC from the Contractor under Sub Section (2) of the said Section. Such compensation shall be recovered in the manner laid down in Clause 1 of the Conditions of Contract.
- 1.43 Clause 32: Withdrawal of work from the Contractor**  
If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorate progress, think any portion of the work should not be executed or should be withdrawn from the Contractor, he may, by notice in writing to that effect, require the Contractor not to execute the portion of work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the Contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement
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the work by engaging another agency to execute such portion of the work at the cost of original Contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

**1.44 Clause 33: Levelling/Dressing**

The Contract includes clearance, leveling and dressing of site within a distance of 15 meters of the building on all sides except where the building adjoins another building.

**1.45 Clause 34: Protect works**

The Contractor shall arrange to protect, at his own cost, in an adequate manner, all cuts stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost.

All templates, forms, moulds, centring, false works and models, which in the opinion of the Engineer-in-charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

**1.46 Clause 35: Contractor liable for settlement of claims caused by his delays**

If the progress of the work has fallen so much in arrears as to prevent other contractors on the work, from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim, put in by any of these contractors for the expenses of keeping their labour of any claim, put in by any of these contractors for the expenses of keeping their labour unemployed, to the extent considered reasonable by the Engineer-in-charge.

**1.47 Clause 36 A: Royalty, Taxes, Duties on Material**

The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

**1.48 Clause 36 B: Water & Electricity (Not Applicable)**

Water shall be made available free of cost by RSSC at one point for construction purpose only subject to availability. Contractor shall make his own arrangement for using it. If, Engineer In-charge found that Contractor is wasting water, water supply may be discontinued. In case water is not available with RSSC or Engineer In-Charge discontinue water supply due to misuse, Contractor shall arrange it at his own, no claims shall be admissible on this ground. Drinking water may be provided free of cost at one point if available for Contractor's labour & staff.

3 phase 400 v Electricity shall be made available free of cost by RSSC at one or more points as decided by Engineer in-charge for construction purpose only if available in the vicinity of site. Contractor shall make his own arrangement for using it. In case electricity is not available with RSSC, Contractor shall arrange it at his own; no claims shall be admissible on this ground. Electric supply to Contractor's office, camp and labour colony shall be charged as per applicable tariff.

**1.49 Clause 36 C: Payment of sales tax, and any other taxes**

Royalty or other tax on materials, issued in the process of fulfilling contract, payable to the Government under rules in force, will be paid by the Contractor himself.

**1.50 Clause 37: Refund of Security Deposit**

**The Security Deposit will be refunded after the expiry of the period, as prescribed below:**

**Original works:** The Security Deposit will be refunded after 36 Months period from the date of completion or after expiry of defect liability period, whichever is later, provided the final bill has been paid.

**1.51 Clause 38: Fair Wage Clause**

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

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

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.



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

The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payments of wages or of deduction made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

Vis-à-vis the Secretary, RSSC, Jaipur the contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

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

**1.52 Clause 39: Contractor to engage technical staff**  
**The Contractor shall engage the technical staff, as follows on the contract works. (As Per "Section-D" clause 1.1.14)**

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions. For engagement of technical staff for this work, refer relevant clause of special conditions.

**1.53 Clause 39 A: Apprenticeship (Not Applicable)**

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

**1.54 Clause 40: Safety Code**

The Contractor shall follow the safety code as Contractor Labour Regulation and other applicable laws in force at the time of execution.

**1.55 Clause 41: Near Relatives barred from tendering**

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

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

**1.56 Clause 42: Retired Gazetted Officers barred for 2 year**

No Engineer of Gazetted rank other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the RSSC is allowed to work as a Contractor for a period of 2 years of his retirement from RSSC service without the previous permission of RSSC. The Contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of RSSC, as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**1.57 Clause 43: Quality Control**

The RSSC shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.



# **1.58 Clause 43 A: Risk till Completion**

The work (whether fully constructed or not) and all materials, machines, tools and plant, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer-in-charge, and a certificate from him, to the effect, obtained.

## **1.59 Clause 44: Death of Contractor**

Without prejudice to any of the right or remedies under the contract, if the Contractor dies the legal heirs of the Contractor or the Secretary, RSSC or duly authorized Person shall have the option of terminating the contract without any compensation.

## **1.60 Clause 45: Price Variation Clause (Not Applicable)**

If, during the progress of the contract of value exceeding Rs. 100 Lacs (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 12 months (both the conditions should be fulfilled), the price, of any materials/bitumen/diesel and petrol incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and /or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/labour/bitumen/diesel and petrol. If negotiated rates have been accepted, price as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tender have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

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

### **(A) Labour**

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

$V_L$		Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.
$R$		The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
$I_{L0}$		The average consumer price index for industrial workers (whole-sale prices) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labour Bureau Shimla, for the area)
$I_{L1}$		The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/Labour Bureau Shimla, for the area)
$P_L$		Percentage of labour components

Note:- In case of revision of minimum wages by the Government or order competent authority, nothing extra would be payable except the price escalation permissible under this clause.

### **(B) Material (excluding material supplied by the department)**

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

$V_M$		Increase or decrease in the cost during the quarter under consideration due to change in rates of material.
$R$		The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
$L_{M0}$		The average whole sale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published by Economic Advisor to Government of India, Ministries of Industries)
$L_{M1}$		The average whole sale price index (all commodities) for the quarter under consideration (as published by Economic Advisor to Government of India, Ministries of Industries)



$P_M$		Percentage of material component (excluding materials supplied by the Department)
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(C) Bitumen

$$V_b = 0.85 \times \frac{P_b}{100} \times \frac{R \times (B_i - B_0)}{B_0}$$

$V_b$		Increase or decrease in the cost of the work during the quarter under consideration due to change in the rate for bitumen.
$R$		The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
$B_0$		The official retail price of bitumen at the IOC depot at nearest centre on the 28 days prior to date of opening of bids.
$B_i$		The official retail price of bitumen at the IOC depot at nearest centre for the 15 <sup>th</sup> day of the month under consideration.
$P_b$		Percentage of bitumen component of work

(D) Petroleum

$$V_f = 0.75 \times \frac{P_f}{100} \times \frac{R \times (F_i - F_0)}{F_0}$$

$V_f$		Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates for fuel & lubricants.
$R$		The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
$F_0$		The average whole sale price index (of HSD) for the quarter in which tenders were opened/negotiated (as published monthly by Economic Advisor to Government of India, Ministries of Industries)
$F_i$		The average wholesale price index (of HSD) for the quarter under consideration as published monthly by Economic Advisor to the Government of India, Ministries of Industry for the quarter under consideration.
$P_f$		Percentage of fuel & lubricants component excluding fuel & lubricants supplied by the Department

Note: - For application of this clause price of HSD is chosen to indicate fuel & lubricant component.

(E) Cement

$$V_c = 0.75 \times \frac{P_c}{100} \times \frac{R \times (L_{c1} - L_{c0})}{L_{c0}}$$

$V_c$		Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of cement.
$R$		The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
$L_{c0}$		The average wholesale price index of Grey Cement for the quarter in which tenders were opened/negotiated, (as published by the Economic Advisor to Government of India, Ministries of Industry)
$L_{c1}$		The average wholesale price index of Grey Cement for the quarter under consideration (as published by the Economic Advisor to Government of India, Ministries of Industry)
$P_c$		Percentage of cement components (excluding cement supplied by the Department)

(F) Steel



$$V_s = 0.75 \times P_c \times R \times \frac{(L_{s1} - L_{s0})}{L_{s0}}$$

$V_s$		Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of steel.
R		The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
$L_{s0}$		The average wholesale price index of Long Steel for the quarter in which tenders were opened/negotiated, (as published by the Economic Advisor to Government of India, Ministries of Industry)
$L_{s1}$		The average wholesale price index of Long Steel for the quarter under consideration (as published by the Economic Advisor to Government of India, Ministries of Industry)
$P_c$		Percentage of steel components (excluding steel supplied by the Department)

#### 1.61 Clause 45 A: Price Variation in installation of elevators, supply/installation of centrally Air Conditioning and Central Evaporating Cooling Works (Not Applicable)

In all cases of contracts for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial works as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula.

$$P = \frac{P_0}{100} \times 15 + \frac{55}{100} \frac{MP}{MP_0} + \frac{15}{100} \frac{W_0(D)}{W_0} + \frac{15}{100} \frac{W_{0(1)}}{W_0}$$

Where:

P		Price payable as adjusted in accordance with the above price variation formula
$P_0$		Price quoted/confirmed
$MP_0$		Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin, revised Index Number of Wholesale prices (Base: 1981-82=100) for the weekly ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.
$W_0$		All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100), as published by Labour Bureau, Minister of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later. The above index number $MP_0$ & $W_0$ are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering
MP		Wholesale price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised Index Number of wholesale prices (Base: 1981-82=100). The applicable wholesale price Index Number for Metal Products as prevailing on 1 <sup>st</sup> Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.
$W_0(D)$		All India Average Consumer price index number of industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of the manufactured material and would be as published by IEEMA



W <sub>0</sub> (1)	<p>All India average consumer price index number for industrial workers (Base:1982 = 100) as published by Labour bureau, Ministry of Labour, Govt. of India. The applicable all India Consumer Price Index Number of industrial workers prevailing for the FOUR months prior to the date of completion of installation/progress parts of installation and would be published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested). In the absence of such notification, the date of completion is not intimated; such completion shall be considered by the engineer in-charge, which shall be final.</p> <p>Note-1 The Wholesale Price Index Number for Metal Products is published weekly be the office of Economy Advisor, but if there are any changes; the same are incorporated in the issue appearing in the following week. For the purpose of this price variation clause, the final index figure shall apply.</p> <p>Note-2 The sole purpose of the above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this contract as movables.</p> <p>Note-3 The indices MP &amp; W<sub>0</sub> are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA circulars will be show evidence, if required.</p>
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#### 1.62 GENERAL CONDITIONS FOR ADMISSIBILITY OF ESCALATION (Not Applicable)

- 1.62.1 The exact percentage of labour/material (excluding materials to be supplied by the department)/ bitumen/diesel and petrol component and labour component for the work shall be approved by the authority while sanctioning the detailed Estimates.
- 1.62.2 The breakup of components of labour/materials (excluding materials to be supplied by the Department) /bitumen /diesel & petrol/cement/steel as indicated in Clause 45 have been predetermined as below:-
- Labour
  - Material
  - Bitumen
  - Diesel & Petrol
  - Cement
  - Steel
- 1.62.3 While allowing price escalation the following shall be deducted from the value of work done (R):
- Cost of material supplied by the Department.
  - Cost of services rendered as per clause 34.
  - Secured advance/any advance added earlier but deducted now after work is measured.
  - Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.

*h*



- 1.62.4 The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
- 1.62.5 For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority, in the Measurement Book, shall be the criterion.
- 1.62.6 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
- 1.62.7 Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the Contractor.
- 1.62.8 If during the progress in respect of contract works stipulated to cost Rs. 50 Lacs or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 50 Lacs and completion period is more than 3 months, then escalation would be payable only in respect of value of the work in excess over Rs. 50 Lacs from the date of satisfying both the conditions.
- 1.62.9 Where originally stipulated period is 3 months or less but actual period of execution exceeds beyond 3 months on account of reasons not attributable to Contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 Lacs.
- 1.62.10 In case the Contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.
- 1.62.11 No claims for price adjustment other than those provided herein shall be entertained.
- 1.62.12 If the period of completion including extended period attributable to RSSC exceeds three months but cost does not exceed more than Rs. 50 Lacs, no escalation is admissible.
- 1.62.13 Similarly, if cost of works increases more than Rs. 50 Lacs but completion period including extended period attributable to RSSC is less than 3 months, no escalation is admissible.
- 1.62.14 No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.
- 1.62.15 Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
- 1.62.16 In case at the time of executing agreement, both the conditions (completion period 3 months and amount of work Rs. 50 Lacs) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to RSSC, both the conditions become fulfilled in the case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 Lacs and in period of work beyond 3 months.
- 1.62.17 The Contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorised representative of RSSC and further shall at the request of the Engineer-in-charge furnish, verified in such manner as the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

### 1.63 Clause 46: Force Majeure

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

### 1.64 Clause 47: General Discrepancies and Errors

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the Department in the **Financial Offer**, the rates as given in the Basic Schedule of Rates PWD BSR-2022 of the Department on which **Financial Offer** is based shall be taken as correct.

### 1.65 Clause 48: Post payment Audit & Technical Examination

The RSSC shall have right to cause an audit and technical examination of the works, and the final bills of the Contractor, including all supporting vouchers, abstracts etc., to be made within 2 years



after payment of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract, or any work claimed by him to have been done by him under the contract and found not to have been executed or executed below specifications, the Contractor shall be liable to refund the amount of over payment, and it shall be lawful for Department to recover the same from him in the manner prescribed in clause 50 or in any other manner legally permissible, and if it is found that the Contractor was paid less than due to him under the contract in respect of any work executed by him under it the amount of such under payment shall be duly paid by the RSSC to the Contractor.

**1.66 Clause 48A: Pre Check or Post Check of Bills**

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

**1.67 Clause 48B: Check Measurements**

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

**1.68 Clause 49: Dismantled Materials**

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the RSSC and will be disposed off to the best advantage of the RSSC, as per directions of the Engineer-in-charge.

**1.69 Clause 50: Recovery from Contractors**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Security deposit and or Security deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter may become due to the Contractor, under this or any other contract with the RSSC. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues, The Department shall, further, have the right to affect such recoveries by any other legal mode as may be considered appropriate.

**1.70 Clause 51: Jurisdiction of Court**

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings under clause 23 of this contract.





## 2. TECHNICAL SPECIFICATIONS

Technical specification of all the item of the work shall be strictly in accordance with the relevant Bureau of Indian Standard or Public Works Department Govt. of Rajasthan specifications. In case there is no such specification for any particular item then the decision of Engineer-in-charge shall be final and binding. General Drawings (Required) will be uploaded separately.

  
Secretary, RSSC, Jaipur



### 3. SPECIAL CONDITIONS

In case any special Conditions are different / contradictory to condition/s mentioned elsewhere in bid documents, these special Conditions shall prevail and binding on both parties.

- 3.1 Contractor has to quote rates in Financial Offer I.e. Part 'B'. Bid may be cancelled if rate is quoted or indicated in any other document then Financial Offer I.e. Part 'B'.
- 3.2 Rate should be quoted inclusive of all taxes whether in the category of TDS or otherwise and inclusive of all duties, cess, royalty, octroi, entry tax or any other charges imposed by central/state governments and their entities except Custom duty.
- 3.3 Custom duty exemption certificate will be provided by Secretary, Rajasthan State Sports Council.
- 3.4 No claim shall be entertained due to increase or imposition of any new tax, duty, cess, octroi, royalty etc.
- 3.5 All workers engaged shall have UAN allotted by EPFO. Worker without UAN shall not be allowed to be engaged.
- 3.6 Contractor will have to provide insurance cover for entire contract period and extension (if any) thereof to all workers against Workmen's Compensation Act before starting the work and also shall have to provide ESI registration number as per norms.
- 3.7 Contractor shall arrange to follow safety manual as per norms and provide workers with necessary safety equipment, devices, helmets, clothing, harness, ropes, clamps etc. Contractor shall nominate one person from his staff having adequate knowledge about safety rules to enforce safety of workers as per rules.
- 3.8 The execution of the work shall be carried out strictly in coordination and instruction with activities of Relevant Department.
- 3.9 The offered product should be of European, Australian, American origin only. The same will be double checked at the time of issuing custom duty exemption certificate.
- 3.10 GF&AR, RTTP Act 2012 and RTTP Rules 2013 will be applicable throughout the bidding process.



Secretary, RSSC, Jaipur



#### 4. CONTRACT FORMS

##### INDENTURE FOR AGREEMENT

This indenture made at Jaipur this ..... day of month. .... of the year 20..  
Between the Secretary, Rajasthan State Sports Council hereinafter referred to as the owner, which  
expression unless the context does not permit includes successors and assign of the one part, and  
M/s..... hereinafter  
referred to as contractor for civil works of "....." for RSSC, which  
expression unless the context does not permit includes their successors, heirs, executors and permitted  
assigns of the second part, witness as follows:

The contractor does by these ..... present agree to provide service of  
"....." for RSSC, Owner does agree to get from the  
contractor the services specified in the work order No. ....

dated ..... appended with the terms and conditions contained in the said order. The General  
terms of contract appended hereto are considered as a part of this agreement.

The Contractor will also bind to fulfill all the conditions mentioned in the bid documents and amendments  
thereof.

The service to be provided under this agreement shall be as per terms and conditions of the above order  
and as per the specification for TN No. .... for  
"....." as set forth in the schedule referred to above.

In case of dispute as to whether any work done are or are not in accordance with the specifications set  
forth in the schedule, the decision of the Secretary RSSC, Jaipur shall be final and binding on both the  
parties.

If the Contractor fails fully or in part to fulfill this agreement the Owner shall be entitled at his discretion  
to retain the whole or any part of the deposit made by the Contractor and if the loss suffered by the Owner  
exceeds the amount of said deposit, he will be entitled to recover the said loss from the Contractor, in the  
manner as may be expedient.

If any sum remains due, or become recoverable from the Contractor on account to the non fulfillment of  
this agreement or on account to of any other reason, the Contractor shall pay the same immediately on  
demand. If the Contractor does not make such payment on demand the Owner shall be entitled to recover  
the same from the Contractor as arrears of land revenue.

In witness of the due execution of this agreement the parties have hereunder set their hands the day and  
the year first above written.

Signed and delivered in the presence of the witnesses:

For and on behalf of

Secretary

RSSC, Jaipur

Witness-1:

Witness-2:

for and on behalf of  
Name & Seal of Contractor





## 5. PAYMENT TERMS

The Stage Wise Payments shall be made in **Percentage of the Total Quoted Cost** of works as quoted by the bidder/ contractor. The "STAGE OF CONSTRUCTION" for each component shall be as per the details below.

Mainly Payment will be made after completion of particular "STAGE OF CONSTRUCTION" as per the detail in the Scope of Work in compliance of all the conditions mentioned in the Tender Document. If any stage of construction is completed partially, then payment will be made on pro-rata basis, if agreed by Engineer-in-charge and RSSC. The pro-rata percentage will be analyzed by the Engineer-in-charge and RSSC and no dispute in this regard will be entertained.

The main scope of work for each component shall be governed as detailed in the "SCOPE OF WORK" of the tender document and as agreed upon with RSSC and final payment shall be made accordingly to the Contractor.

The works mentioned in column no. 2 of Stage of Construction, are milestone for progress of work. Percentage mentioned in column no. 3 is to facilitate the payment to contractor after completion of particular stage of construction for each location. The final 100% payment depicts the total cost of work as per the scope of work.

If any works mentioned in the payment Terms/Sections of Scope of work are not executed, then payment will be deducted as per the provision in Rajasthan PWD Schedule Rates-2022 for scheduled items and Market Rate analysis for Non Schedule items.

S.No.	STAGE OF CONSTRUCTION	% of Total Cost	% Cumulative Cost
		3	4
1	2	5	5
1	Submission of Geotechnical Report and DPR. (As Approved By RSSC)	5	10
2	Providing and laying Sub-base Layer As per WA Guidelines under the supervision of track manufacturer representative/ engineer as detailed in scope of work and drawings. (As Approved By RSSC)	5	15
3	Providing and laying Base Layer As per WA Guidelines under the supervision of track manufacturer representative/ engineer as detailed in scope of work and drawings. (As Approved By RSSC)	5	20
4	Providing and laying Bitumen Layer (Top Layer Excluding Synthetic Layer) As per WA Guidelines under the supervision of track manufacturer representative/ engineer as detailed in scope of work and drawings. (As Approved By RSSC)	60	80
5	Supplying and Importing of Synthetic Athletic Track material and necessary equipments and Performance Diagnostics/Analysis Facilities should be comprises of sensors/timing gates & other relevant accessories etc. as detailed in scope of work and tender document. (As Approved By RSSC)	10	90
6	Providing and Laying of Synthetic Athletic track on the surface and fixing of equipments as per WA rules/standards and Performance Diagnostics/Analysis Facilities should be comprises of sensors/timing gates & other relevant accessories etc. complete as detailed in scope of work and tender document. (As Approved By RSSC)	5	95
7	Construction of natural grass football ground with goal post, underground sump well with pump house facility and 1 No. of tube well and water hydrant arrangements. (As Approved By RSSC)	5	100
8	WA Class-II certification.		

Secretary, RSSC, Jaipur



PART-B

**Financial Offer**

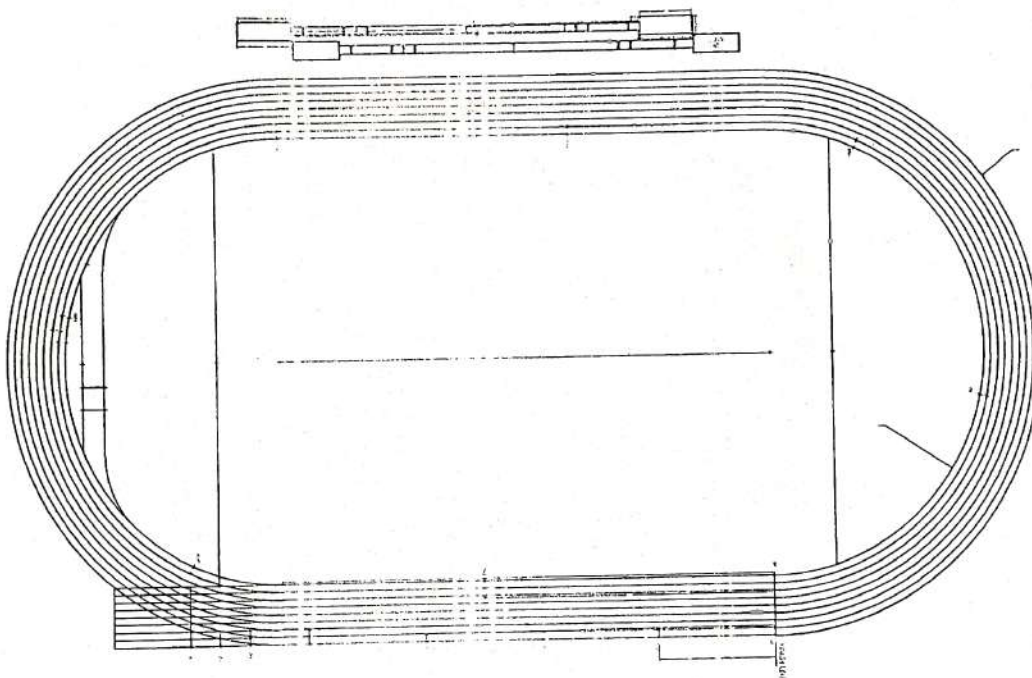
Bidder Name						
PRICE SCHEDULE						
No.	Text	Number	TEXT	Number	Number	TEXT
S. No.	Item Description	Qty	Units	Rate Should be Quoted by the Bidder including all taxes (Per Track)	TOTAL AMOUNT	TOTAL AMOUNT (in Words)
1	2	3	4	5	6	7
	400 meter 8 lanes WA Certified Class-II PUR Type (Cast in Situ) Synthetic Athletic Track with 1.2 meter lane width total 11-meter-wide along with side drain by way of earth work in excavation foundation, trench. Preparation of sub-base and Final dressing of earth to give levels & cambers as per specification, watering, rolling with power road roller of capacity 8MT to 10MT and compacting the base as per specification. Providing, laying & compacting of G.S.B and W.M.M sub base consisting of graded material (Table 400-1) for G.S.B and stone aggregate size range from 53mm to .075mm for W.M.M of required compacted thickness as per drawing uploaded. Providing and applying tack coat using bitumen of grade VG-10 on the existing prepared surface rate 0.35 to 0.45 kg per sqm. Providing and laying Bituminous macadam on prepared surface with FE loader and hot mixing of stone aggregate and bitumen in hot mix plant, transporting the mix material By tipper to paver and laying the mix material with paver finisher fitted with electronic sensing device to the required level and grade and rolling by road roller to achieve the desire density and compaction. Providing and Laying the Bituminous concrete on the prepared surface with specified graded crushed stone aggregate for	01	Per Track			



<p>wearing course including loading of aggregate with FE loader and hot mixing of stone aggregate, filler and bitumen in hot mix plant, transporting the mixed material by tipper to paver and laying the mixed material with pave finisher fitted with electronic sensing device to the required level and grade and rolling by road roller as per specification, to achieve the desired density.</p> <p>Leveling the top surface as per WA Requirement with finer bituminous material wherever required as per levels required and finishes the surface to WA specification of 8 lanes Synthetic athletic track.</p> <p>Marking of the surface and including required competition equipments and other instrument as per WORLD ATHLETICS/WA specification. Providing and fixing of WORLD ATHLETICS approved instrument. Take of boards along with plasticize indication board &amp; blanking boards for triple jump. Stop board for Shot Put as per the direction of Engineer in charge.</p> <p>Brick work drain with CC cover concrete, chain link fencing, concrete edge, interlocking tile and filling of necessary earth inside the chain link fencing as per the drawing uploaded.</p> <p>Construction of Natural Grass Football Ground with goal post, underground sump well with pump house facilities, tube well and water hydrant.</p> <p>Synthetic Athletic Track should be equipped with Performance Diagnostics/Analysis Facilities which will be comprises of sensors/timing gates &amp; other relevant accessories etc. (as per reference drawing)</p>					
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Secretary, RSSC, Jaipur



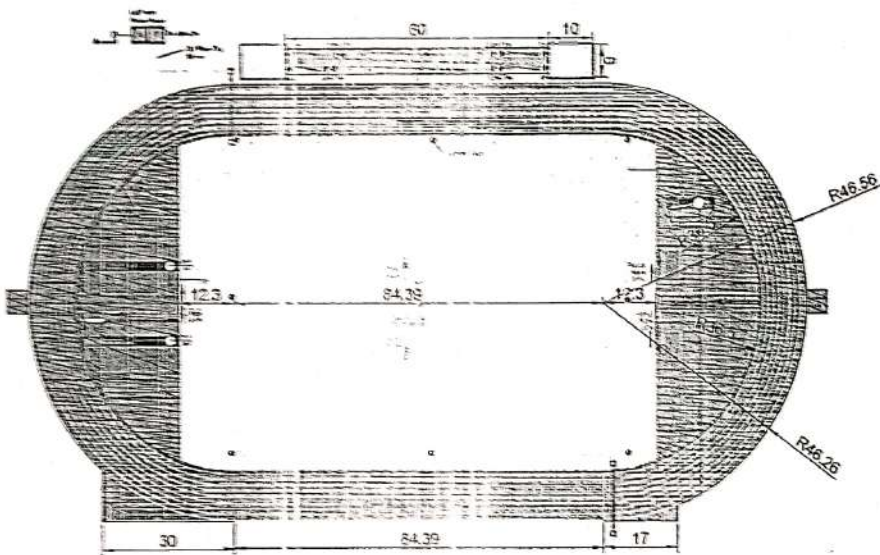


CHANGING OF TRACK LANE ASSIGNMENT	
Track Lane	Assignment
1	100m
2	200m
3	400m
4	800m
5	1600m
6	3200m
7	6400m
8	12800m
9	25600m
10	51200m
11	102400m
12	204800m
13	409600m
14	819200m
15	1638400m
16	3276800m
17	6553600m
18	13107200m
19	26214400m
20	52428800m
21	104857600m
22	209715200m
23	419430400m
24	838860800m
25	1677721600m
26	3355443200m
27	6710886400m
28	13421772800m
29	26843545600m
30	53687091200m
31	107374182400m
32	214748364800m
33	429496729600m
34	858993459200m
35	1717986918400m
36	3435973836800m
37	6871947673600m
38	13743895347200m
39	27487790694400m
40	54975581388800m
41	109951162777600m
42	219902325555200m
43	439804651110400m
44	879609302220800m
45	1759218604441600m
46	3518437208883200m
47	7036874417766400m
48	14073748835532800m
49	28147497671065600m
50	56294995342131200m
51	112589990684262400m
52	225179981368524800m
53	450359962737049600m
54	900719925474099200m
55	1801439850948198400m
56	3602879701896396800m
57	7205759403792793600m
58	14411518807585587200m
59	28823037615171174400m
60	57646075230342348800m
61	115292150460684697600m
62	230584300921369395200m
63	461168601842738790400m
64	922337203685477580800m
65	1844674407370955161600m
66	3689348814741910323200m
67	7378697629483820646400m
68	14757395258967641292800m
69	29514790517935282585600m
70	59029581035870565171200m
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73	472236648286964521369600m
74	944473296573929042739200m
75	1888946593147858085478400m
76	3777893186295716170956800m
77	7555786372591432341913600m
78	15111572745182864683827200m
79	30223145490365729367654400m
80	60446290980731458735308800m
81	120892581961462917470617600m
82	241785163922925834941235200m
83	483570327845851669882470400m
84	967140655691703339764940800m
85	1934281311383406679529881600m
86	3868562622766813359059763200m
87	7737125245533626718119526400m
88	15474250491067253436239052800m
89	30948500982134506872478105600m
90	61897001964269013744956211200m
91	123794003928538027489912422400m
92	247588007857076054979824844800m
93	495176015714152109959649689600m
94	990352031428304219919299379200m
95	1980704062856608439838598758400m
96	3961408125713216879677197516800m
97	7922816251426433759354395033600m
98	15845632502852867518708790067200m
99	31691265005705735037417580134400m
100	63382530011411470074835160268800m

SMART TRACK - LAYOUT OF 100m 3 LANE STANDARD TRACK "WA" APPROVED

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SYNTHETIC ATHLETIC TRACK 400M 8 LANE "WA" STANDARD

Legend Drawing				
NO.	DATE	DESCRIPTION	REVISION	REVISION
Dwg Title		SYNTHETIC ATHLETIC TRACK 400M 8 LANE		
Client				
Project				
Contractor				
Dwg Title		SYNTHETIC TRACK LAYOUT		
		SCALE: 1:100		