Government of Rajasthan
Office of Project Director
Rajasthan Urban Infrastructure Development Project
AVS Building, Jawahar Circle, JLN Marg, Jaipur - 302017
Tel No.: 141 2721966, Fax No.: 141 2721919, email: mailruidp@gmail.com, mailruidp@rajasthan.gov.in
web site : www.ruidp.rajasthan.gov.in

No. F3 (201)(25)(1)/PMU/RUIDP/PH-III/Bikaner/ 1534

Date: 27-10-2016

Letter of Acceptance

M/s Technocraft - Krishna (JV)
B-27, Sector-49, Noida (UP)
Tel No: 0120-4242092
Fax No: 0120-4329294
Email: info@technocraftconstruction.com
kckrishnacontractors80@gmail.com

Sub: Notification of award of contract no. RUSDP/Program/BIK/01

This is to notify you that your bid dated 14.05.2016 consisting of the technical bid and the price for execution of the "Construction of Sewerage network and allied works and Operation & maintenance services of the entire system for 10 years at Gangashahar zone, Bikaner under contract package RUSDP/Program/BIK/01" for the Accepted contract amount of Rs 187,34,58,524/- (in words Rupees one hundred eighty seven crores thirty four lacs fifty eight thousand five hundred and twenty four only) including provisional sum of Rs 7.50 Cr, as corrected and modified in accordance with the instructions to Bidders is hereby accepted by our agency.

As per bid document provision (clause 23 of preamble to BOQ), operation service costs, which includes operation, maintenance and management of entire system, shall not be less than 10% of design build costs; accordingly, bid price have been adjusted by (i) decreasing the unit rates of all design and build items uniformly by 5.2118031% and (ii) increasing the unit rates of operation service costs including operation, maintenance and management of entire system uniformly by 122.1416158% to comply with the bidding document requirement keeping the total bid price and original scope of works the same.

The adjusted bid price for
i. All design & build items shall be Rs 163,49,62,295/- (Rupees one hundred sixty three crores forty nine lacs sixty two thousands two hundred ninety five only) excluding provisional sum.

ii. Operation service costs shall be Rs 16,34,96,229/- (Rupees sixteen crores thirty four lacs ninety six thousands two hundred and twenty nine only).

iii. Provisional sum is Rs 750,00,000/- (Rupees seven crores fifty lacs only).

iv. Total bid price including provisional sum shall be Rs 187,34,58,524/- (Rupees one hundred eighty seven crores thirty four lacs fifty eight thousands five hundred and twenty four only).

You are requested to:

i. Furnish the performance security @ 10% of total contract price for Rs 18,73,45,853/- (in words Rupees eighteen crores seventy three lacs forty five thousands eight hundred and fifty three only) as per clause 42 of section I : Instructions to Bidder) & clause 4.2 of section 8 and additional performance security of Rs 11,40,00,000/- (in words Rupees eleven crores forty lacs only) for design-build works valid for period of design built works and additional performance security of Rs 1,14,00,000/- (in words Rupees one crore fourteen lacs only) for operation & maintenance period of 10 years after design built work is completed, as per clause no 36.5 of section I: ITB for seriously
unbalanced bid; within 28 days of receipt of notification of award in accordance with the conditions of contract, using for that purpose the performance security form included in Section 9 (contract forms) of the bidding document.

ii. Form a company under the provisions of the Indian companies act, 2013 and sign the contract agreement within 42 days time of issue of Letter of Acceptance, after forming a company as per clause 4.1 of section I/ II (ITB/ Bid data sheet).

iii. Provide general requirement of insurance with the provisions of clause 19 (GCC/ Section 8: contract data).

iv. Prepare the form of in-duplicate on non-judicial stamp paper of Rs 5000/- and meet with the undersigned on any working day to sign the said document.

Encl.: contract agreement

No. F3 (201)25(1)/PMU/RUIDP/PH-III/Bikaner/

Copy to following for information please:

i. PS to Principal Secretary, LSGD, Rajasthan, Jaipur

ii. Project Director, RUIDP, Jaipur in reference to letter no 11583 dated 27.10.2016

iii. Team Leader, PMDSC, Jaipur
**Contract Agreement (Works)**

THIS AGREEMENT made the . . . . . . . . . . . . . . . . . . . . . . . . day of . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . , between . . . . name of the Employer . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (hereinafter "the Employer"), of the one part, and . . . . name of the Contractor . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . name of the Contract . . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Contract Agreement,
   (b) the Letter of Acceptance
   (c) the Letter of Technical Bid
   (d) the Letter of Price Bid
   (e) the Variation Nos . . . . . . insert variation numbers if any . . . . .
   (f) the Particular Conditions of Contract – Part A
   (g) the Particular Conditions of Contract – Part B
   (h) the General Conditions of Contract;
   (i) the Specifications
   (j) the Drawings; and
   (k) the completed Schedules

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Employer for the Design Built Services would be RUIDP and for Operation Services would be the authorized representative from Bikaner Municipal Corporation.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . name of the borrowing country . . . . . on the day, month and year indicated above.
Signed by .................................................. for and on behalf of the Employer in the presence of
for and on behalf of the Contractor in the presence of

Employer 1: --------- (RUIDP)

Employer 2: ------------
(Bikaner Municipal Corporation)

Witness, Name, Signature, Address, Date ............
Witness, Name, Signature, Address, Date ............
Contract Agreement (Operation and Maintenance)

Contract No.:  RUSDP/Program/BIK/01

BID No.:  RUSDIP / Program Loan/ 01

This Agreement made this ___ day of _________ 2016, between the Municipal Corporation / Municipal Council of the Government of Rajasthan, represented by the Chief Executive Officer/ Commissioner, Municipal Corporation/ Municipal Council……………………………… (hereinafter called "the Employer") of the one part and __________________________ of __________________________ (hereinafter called "the Contractor") of the other part.

Whereas, the Employer desires that the permanent Plant, Equipment and all other facilities incorporated into the Works known as the "Providing Sewer Network with house sewer connections, construction of Sewage Treatment Plant, Sewage pumping station, Power Generation Unit at STP, infrastructure for re-use of treated effluent & allied works and Operation & maintenance services of the entire system for 10 years in Gangashahar zone of Bikaner" should be properly operated and maintained for the purposes for which they are intended by the Contractor after completion of construction, and has accepted a Bid by the Contractor for the operation and maintenance of such plant and equipment for a period of 10 (Ten) years after completion and acceptance of the Works.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
   (a) The Letter of Acceptance dated ________________
   (b) The Employer's Requirements
   (c) The Addenda nos. ________________
   (d) The Bid dated ________________
   (e) The Conditions of Contract (Parts I and II)
   (f) The Completed Schedules, and
   (g) The Contractor's Proposal.

3. In consideration of the payments to be made by the Employer, or his legal successors or assignees, to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to operate and maintain the Works at its rated capacity, including maintaining the Plant and equipment in good operating condition, normal wear and tear excepted, and remedying any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer, or his legal successors or assignees, hereby covenants to pay the Contractor, in consideration of the operation and maintenance of the Works and the remedying of defects therein, the **O&M Contract Price** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized signature of Contractor  
(SEAL)  

Authorized Signature of RUIDP Officer  
(SEAL)  

in the presence of:  
Name  
Signature  
Address  

in the presence of:  
Name  
Signature  
Address  

Authorized signature of Employer  
(SEAL)  

in the presence of:  
Name  
Signature  
Address
Performance Security

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

Beneficiary: "Executive Engineer, RUIDP, PIU Bikaner"

Date:

Performance Guarantee No.:

We have been informed that name of the Contractor (hereinafter called "the Contractor") has entered into Contract No. reference number of the Contract dated with you, for the execution of name of contract and brief description of Works (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we name of the Bank hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of name of the currency and amount in figures amount in words such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of 2, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Seal of Bank and Signature(s)

Note

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1. The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

2. Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

3. Or 758 as applicable.

Note to Bidder

If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.