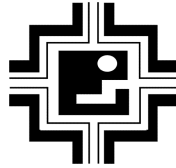


JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

Name of work : O&M of 1 MLD TSTP at Jawahar Circle, Jaipur

Cost: Rs. 48.00 Lacs

NIT No. 07/2015-16

Due On:

Volume-I

Envelope 'A' (Technical Bid)

**Executive Engineer (PHE-I)
Jaipur Development Authority
Jaipur**

JAIPUR DEVELOPMENT AUTHORITY

Room No. 135, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 e.mail: ee.phe1@jaipurjda.org

Bid No:- JDA/EE/PHE-I/2015-16/422

Dated: 03.08.2015

NOTICE INVITING BID

NIB No. : EE(PHE-I)/07/2015-16

Online Bids are invited up-to 6.00 PM of 27/08/2015 for **O&M of 1 MLD TSTP at Jawahar Circle, Jaipur**. Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Raj Singh Choudhary)
Executive Engineer (PHE-I)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. 135, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 e.mail: ee.phe1@jaipurjda.org

Bid No:- JDA/EE/PHE-I/2015-16/422

Dated: 03.08.2015

NOTICE INVITING BID

NIB No. : EE(PHE-I)/07/2015-16

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (PHE-I), Jaipur Development Authority ➤ Address: 135, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan) ➤ Email: ee.phe1@jaipurjda.org
Subject Matter of Procurement	➤ O&M of 1 MLD TSTP at Jawahar Circle, Jaipur.
Bid Procedure	➤ Pre Qualification Assessment Tender Method (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ Potential Assessment Method L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org
Website for online Bid application and payment *	➤ Website: www.jaipurjda.org ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs. 1000/- Rupees (One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 48,00,000/- (Rupees Forty Eight Lacs only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 96,000/-) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 24,000/-) for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction
Pre-Bid	➤ N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	➤ Start Date: 05.08.2015 at 9.30 AM onwards ➤ End Date: 27.08.2015 at 6.00 PM
**Date/ Time/ Place of Technical Bid Opening	➤ 31.08.2015 at 11.00 AM ➤ CCC TF 309, Third Floor, Customer Care Building, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically qualified bidders

Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 60 Months
Job No.	➤ 057/2015-16
*The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online. ** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.	
Note: 1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. 2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. 6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.	

(Raj Singh Choudhary)
 Executive Engineer (PHE-I)
 JDA, Jaipur

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under [eServices](#)>>JDA Tender

Annexure: 4
Template of Online Receipt as part of NIB Document

Bidder has to submitted as proof of deposited amount against the Bid on eProcurement Portal

Sample

Jaipur Development Authority

Bid Participation Receipt

Date & Time : 09/06/2015 05:13 PM

Bid Detail

Bid Id :	6215152001	Procurement Entity :	XXXXXXXXXXXXXX
Bid Title :	Testing		
Bid Value :	300000	Bid Opening Place :	Manthan Hall, Jaipur Development Authority

Bidder Detail

Name of Entity :	XXXXXXXXXXXXXX	Mobile:	9829012345
Registration Type:	Individual	Instrument Amount :	32500.00
Payment Mode:	Online/UTR	Payment Channel :	Payment Gateway/CICI Branch - JDA
Instrument No.:	456123789	Instrument Date :	17-06-2015

Dates Detail

Sr. No.	Event Name	Event Date
1	Publishing Date	01/06/2015 01:00 PM
2	Bid Opening Date	01/07/2015 03:00 PM

Specific Instrument Detail for eProc Rajasthan

Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015
Issuer Detail : Jaipur Development Authority		ChallanNumber: 641515600014	

Section A-1

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID

(POST QUALIFICATION)

Envelop A

SCHEDULE AND SPECIFICATIONS

Name of work :- O&M of 1 MLD TSTP at Jawahar Circle, Jaipur.

- | | |
|-------------------------------------|---|
| 1. NIB No. | :- E.E.(PHE-I)/07/2015-16 |
| 2. Approximate cost | :- Rs. 48.00 Lacs |
| 3. Cost of the tender documents | :- Rs 1,000.00 |
| 4. Earnest Money | :- Rs. @ ½% Rs. 24,000.00
(For Contractors Enlisted in JDA, Jaipur) |
| | :- Rs. @ 2 % Rs. 96,000.00
(For Contractors Enlisted in other Govt.Deptts. –"A" & above) |
| 5. Sale of tender documents | : - 05.08.2015 to 27.08.2015 (upto 06:00 PM) |
| 6. Date & Time of receiving tenders | :- 27.08.2015 (upto 06:00 P.M.) |
| 7. Date & Time of opening tenders | : - 31.08.2015 at 11:00 A.M. |
| 8. Completion period of work | : - 60 Months. |

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. **Percentage above/Below or equal to be quoted on the rates as given in the 'G' Schedule.** The work shall be carried out in accordance with the Rajasthan PWD, JDA (PHE) & PHED detailed specification and to the entire satisfaction of the Engineer-In charge of the work.

SCHEDULE 'B' : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

The drawings may also be seen in the office of undersigned if any related to the work.

SCHEDULE 'C' : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

SCHEDULE 'D' : TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary, The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public Works Deptt,. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistments rules duly approved by the Deptt. shall have to be engaged at site by the contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE 'E' : SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within Ten days of issue of work order and complete within **24 months.**

SCHEDULE 'G' : ATTACHED SEPARATELY BASED ON JDA PHE AND PWD BSR JAIPUR.**SCHEDULE 'H' :: ATTACHED SEPARATELY.****SCHEDULE 'I' : SPECIAL TERMS & CONDITION FOR DRINKING WATER PIPE LINE WORKS/construction of TW works/construction of HP works : ATTACHED SEPARATELY.****Annexure A : Compliance with the code of Integrity and No Conflict of Interest****Annexure B : Declaration by the Bidder regarding Qualifications****Annexure C : Grievance Redressal during Procurement Process****Annexure D : Additional Conditions of Contract**

SIGNATURE OF CONTRACTOR

EXECUTIVE ENGINEER (PHE-I)

Jaipur Development Authority,

with full address & Mobile No. :

Jaipur

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR ELIGIBILITY FOR OPENING OF FINANCIAL BID

Name of work : O&M of 1 MLD TSTP at Jawahar Circle, Jaipur.

Special conditions of contract for Pre qualification Method as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/rules and regulations to contract.

1. Procedure:

Procedure for Pre- Qualification would be as follow:

- (a) Tender documents shall be submitted on line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital Signature. The Bid is to be submitted in 2 Covers which shall comprise of –

Cover-1 Complete Tender Document along with addendums/ amendments issued and uploaded by the Department on the above website, Tender form and schedules for pre-qualification Bid and scanned copies of supporting Documents as required for qualification as detailed herein after.

Cover-2 Financial offer (BOQ).

- (b) The technical bid will be opened online only of those bidders whose proper Earnest money, Tender fee, e-procurement fee, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order.
- (c) The Technical Bid would be opened online on the date 31.08.2015 at 11.00. A.M.
- (d) The Financial Bid would be opened only of those bidders who fulfill all the Pre-Qualification criteria.

Note:- If VAT clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of VAT.

2. Criteria:

Criteria for PRE QUALIFICATION would be as follows:-

“The bidder should have experience of successful O&M of at least 1 year for minimum 1 MLD capacity, (O&M of a STP in MBBR/SBR/MBR/ASP technology) in last 5 financial years and should also fulfill the financial criteria of completion of one similar work of work order of 33% amount of the bid amount in last 5 financial years”

Note :-

- (i) Certificate issued by Govt. of India, State Govt., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.

Executive Engineer (PHE-1)
JDA, Jaipur

TENDER FOR WORKS

I/We hereby tender for the execution for the Jaipur Development Authority, Jaipur of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figure)% (as well as in words) Percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule I in all respects in accordance conditions with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work, I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns nature and the extent of ground, working conditions including stacking, of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- (a) **General description of work..-** :
(b) **Estimated cost** : **Rs. 48.00 Lacs**
(c) **Earnest money** : **Rs. 96,000.00** for enlisted contractors outside JDA and
: **Rs. 24,000.00 @1/2%** within JDA enlistment.

(d) **Security Deposit :**

(i) "The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee. FDR etc. The earned money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills."

- (ii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.
- (e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) in 24 months. Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed here to and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

Validity of rates 120 days.

A sum of Rs. is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness
Witness's address & Occupation

Signature of Contractor
Address of Contractor

Date:

The above tender is hereby accepted by me on behalf of the Governor of Rajasthan

Date:

Executive Engineer PHE-I,

Section A-2

General Conditions of Contract

(Appendix XI of PWF & AR. Govt. of Rajasthan effective up to date shall be applicable)

GENERAL CONDITIONS OF CONTRACT

Copy of appendix XI of PWF&AR, Govt. of Rajasthan effective from 01.07.1999 & subsequent addendum upto 01.03.2012 in case of any typographical error or alteration the original version of the same shall be valid.

Clause 1: Security Deposit:

"The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall However, be adjusted while deducting security deposit.

A contractor may However, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the deposit of 10% of the work order or at the time of executing the agreement. In that case earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work, also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of works exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills".

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

In case of Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the Contractor to the Government, as part of the Security Deposit and the bank goes into liquidation or, for any reason, is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the contractor and the Contractor shall forthwith, on demand, furnish additional security to the Government to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government shall not wait till disputes and decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards, to amount due and payable by the bank, under the guarantee limited to the amount specified in the guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The bank Guarantee shall remain valid upto the specified date unless extended on demand by the Engineer-in-charge, which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall, stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the contractor, the Chief Engineer or duly authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

Government is not concerned with any interest accruing to the Contractor on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor.

Clause 2: Compensation for delay:

The time allowed or carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below:-

(A) Time Span of full stipulated period	1/4th (..... days)	1/2th (.....days)	3/4th (..... days)	full (..... days)
(B) Work to be completed in terms of money	1/8th (Rs.)	3/8th (Rs.)	3/4th (Rs.)	full (Rs.)
(C) Compensation payable by the contractor for delay attributable to the contractor at the stage:	2.5% of Scheduled work remained unexecuted on the last day of (1/4) time span.	5% of Scheduled work remained unexecuted on the last day of (1/2) time span.	7.5% Scheduled work remained unexecuted on the last day of (3/4) time span.	10% of Scheduled work remained unexecuted on the last day of contracted full period.

Note: In case delayed period over a particular span is split up and is jointly attributable to government and contractor the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to government and this reduced compensation would be (I) First time span is of 6 months, delay is of 30 days, which is split over as under:-

5 days (attributable to government) + days (attributable to contractor)+ 5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) +5 days (attributable to contractor)

Total delay is thus clubbed to 15 days (attributable to government) and 15 days (attributable to contractor).

The normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5 15/30 1.25" over 30 days with any escalation by competent authority.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The Price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-Charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the JDA, reasons shall be recorded for each delay.

Clause 3: Risk & Cost Clause

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or 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 or the following cases:

(i) If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the 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,

(ii) If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be bound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstance shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,

(iii) If the contractor commits breach of any of the terms and conditions of the Contract,

(iv) If the contractor commits any acts mentioned in, clause 19 thereof.

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

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

(b) To employ labour paid by the J.D.A. 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 Executive Engineer, as to the value of 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 J.D.A. are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable to the Contractor.

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

the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4: Contractor remains liable to pay compensation, if action not taken under clause 3

(i) In any case in which any of the powers conferred by clause 3 hereof, shall have become exercisable and the same shall have not been exercised. The non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit/Performance Guarantee/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

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

Clause 5: Extension of time

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

Clause 5 A: Monthly Return of Extra Claims

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

Clause 6: Final Certificate

On completion of the work, the contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

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

Clause 7: Payment on Intermediate Certificate to be regarded as advance

No payments shall be made for *works estimated to cost less than rupees twenty five Thousands*, 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. The 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 unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7A: Time Limit for Payments of Final Bills

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

Clause 8: Bills to be submitted 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, authorized or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the Bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the contractor in all respects.

Clause 8A: Contractor to be given time to file objection to the Measurements recorded by the J.D.A.

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 subordinate deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

Clause 9: Bills to be on printed forms

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

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

Payments due to the Contractor may if so desired by him, be made to this Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-Charge (i) an authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by JDA, or his signature on the bill or other claim preferred against JDA 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 constrained, shall operate to create in favour of the Bank any rights vis-à-vis the Governor.

Clause 10 – Stores supplied by JDA

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied; at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the Performance Guarantee and or Security Deposit or the proceeds of sale, if the same is held in JDA securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of JDA, shall remain the absolute property of JDA. 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 JDA's Stores, if by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 10 B *ibid*. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on

account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from JDA stores and actual cost including freight, cartage, taxes etc., paid by the Contractor in case of supplies received with the assistance of JDA which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the JDA, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.

Clause 10A: Rejection of materials procured by the Contractor

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

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

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

Clause 10 C: Hire of Plant and Machinery:

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

Clause 11: Works to be executed in accordance with specifications, Drawings, Orders etc.

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

Clause 12:

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

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clauses (i) to (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 which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-

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

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

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

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

Clause 12A:

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

In case of contract substituted items or additional items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub clause (ii) of clause 12 and the Engineer-in-Charge, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this Clause.

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

Clause 13: No compensation for alteration in or restriction of work to be carried out.

If, at any time after the commencement of the work the JDA shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings, and design, and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide 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 JDA Stores, charges recovered, including storage charges shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

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

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

week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

Clause 15: Work to be opened to inspection: Contractor or his responsible Agent to be present

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

Clause 16: Notice to be given before any work is covered up

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

Clause 17: Contractor liable for damage done and for imperfections

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

Clause 18: Contractor to supply plant, ladders, scaffolding etc.

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

Clause 19: Contract may be rescinded and Security Deposit and Performance Forfeited for bribing or if Contractor becomes insolvent.

If the Contractor become insolvent, or commence any insolvency proceedings or make 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 JDA, 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 Director Engineering may, thereupon, by notice, in writing, rescind the contract and Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of JDA and the same consequences shall ensue as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefor, actually performed under the Contract.

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

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

Clause 21: Changes in constitution of firm

Where the Contractor is a partnership firm, previous approval, in writing, of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement thereunder the partnership firm would

have the right to carry out the work hereby undertaken by the Contractor. If, previous aproval, as aforesaid, is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensure, as provided in the said clause 19.

Clause 22: Work to be under direction of Engineer-in-charge

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

Clasue 23: Standing Committee for Settlement of Disputes

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

- (i) Commissioner , J.D.A.
- (ii) Secretary, J.D.A.
- (iii) Director Engineering (Member Secretary), J.D.A.
- (iv) Director , Finance, J.D.A.
- (vi) Director , Law, J.D.A.

The Engineer-in-charge, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. one lac) from the Contractor, shall refer the disputes to the committee, within a period of one month from the date of receipt of application.

Procedure and Application for referring cases for settllement by the Standing Committee shall be, as given in Form RPWA 90.

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

Contractor shall fully indemnify the J.D.A. 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 JDA. 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 J.D.A., if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Clause 24: Imported Store articles to be obtained from JDA :

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

Clause 25: Lump-sums in estimates

When the estimate, on which a tender is made includes lump sums, in respect of parts of the work, the Contractor shall be entitled to payment in respect of the item of work involved, or the part of the work in question at the same rates, as are payable under the contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.

Clause 26: Action where no Specification

In case of any Class of work for which there is no such specification as is mentioned in the contract document such work shall be carried out in accordance with the detailed specification of the J.D.A. and also in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 27: Definition of work

The expression "works" or "work" where used in these conditions, shall, unless there be some thing either in subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27A: Definition of Engineer-in-charge

The term "Engineer-in-charge" means the Executive Engineer who shall supervise and be incharge of the work and who shall sign the contract on behalf of the JDA.

Clause 28:

It can not be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

Clause 29: Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the Engineer-in-charge

The rates for several items of works, estimated to cost more than Rs. 1,000/-, agreed within, will be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he may consider reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29A: Payments at part rates

The rates for several items of works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, and then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

Clause 30: Contract's percentage, whether applied to net or gross amount of bill

The percentage referred to in the "Tender for works" will be deducted / added from / to the gross amount of bill before deducting the value of any stock issued.

Clause 31: Contractor to adhere to labour laws/regulation

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the J.D.A. 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 J.D.A. 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.

Clause 32: Withdrawal of work from the Contractor

If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorata progress, think any portion of the work should not be executed or should be withdrawn from the Contractor, he may, by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the Contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

Clause 33:

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

Clause 34: Protect works

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

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

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

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

Clause 36A:

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

Clause 36B:

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Contractor, except where otherwise specifically indicated.

Clause 36C: Payment of Sales Tax, and any other Taxes

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

Clause 36D:

In respect of goods and materials procured by the Contractor, for use in works under the contract, sales tax will be paid by the Contractor himself. But in respect of all such goods manufactured and supplied by the Contractor and works executed under the contract, the responsibility of payment of sales tax would be that of the Engineer-in-charge.

Clause 37: Refund of Performance Guarantee and Security Deposit

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

Original works/special repairs/renewal works: Six months after completion except in case of works, such as building works, bridge works, cross drainage works, Dams, Canals, water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the Performance Guarantee/ Security Deposit will be refunded 6 months after completion, or expiry of one full rainy season or after expiry of defect liability period, whichever is later, provided the final bill has been paid.

Clause 38: Fair Wage Clause

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

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the J.D.A. JDA under Minimum Wages Act, 1948.

- (b) The Contractor shall, **notwithstanding the provisions** of any contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the laborers have been immediately or directly employed by him.
- (c) In respect of all laborers immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works J.D.A. Contract's Labour Regulations made, or that may be made by the JDA, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-à-Vis the JDA of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

Clause 39: Contractor to engage technical staff

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

- (a) For works costing Rs. 100 lac and above – One Graduate Engineer
- (b) For works costing between Rs. 50 lac to Rs. 100 lac - One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 lac and Rs. 50 lac - One qualified diploma holder

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 39 A:

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

Clause 40: Safety code

The Contractor shall follow the safety code (s) of the works and specified in the special conditions of the work.

Clause 41: Near Relatives barred from tendering

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Additional Chief / Circle Engineer and Sector 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/J.D.A... Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the J.D.A. If such facts are 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, performance guarantee, security deposit and enlistment deposit and work/remaining work may allot to any registered contractor on the same rates as per rules.

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

Clause 42: Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in an Engineering J.D.A. of the JDA of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from JDA service without the previous permission of JDA of Rajasthan. This 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 JDA, as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 43: Quality Control

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

Clause 43 A:

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

Clause 44: Death of Contractor

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

Clause 45: Price Variation Clause:

If, during the progress of the contract of value exceeding Rs. 50.00 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 03 months (both the conditions should be fulfilled), the price, of any materials/bitumen/diesel and petrol / cement / steel incorporated in the works (not being materials to be supplied by the department) and / or wages of labour increases or decreases, as compared to the price and / or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department) / labour / bitumen / diesel and petrol / cement / steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment. Increase or decrease in the cost of labour / material / bitumen / diesel and petrol / cement / steel shall be calculated quarterly in accordance with the following formula.

(A) Labour :

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

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 Simla, for the area).

I_{L1} = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal / labour Bureau Simla, for the area).

P_L = Percentage of labour components.

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

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

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

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 wholesale price index (all commodities) for the quarter in which tender were opened / negotiated (as published in Reserve Bank of India Journal / labour Bureau Simla, for the area).
- L_{M1} = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal / labour Bureau Simla, for the area).
- P_M = Percentage of material component (excluding materials supplied by the Department).

(C) Bitumen :

$$V_b = 0.75 \times \frac{P_b}{100} \times \frac{(B_1 - B_0)}{B_0}$$

- V_b = Increase or decrease in the cost 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 wholesale price for bitumen on the day of opening of tenders/negotiation, as published by the Economic Adviser to Govt. of India, Ministry of Industry.
- B_1 = The average wholesale price index for bitumen for the quarter under consideration (as published by the Economic Adviser to Govt. of India, Ministry of Industry).
- P_b = Percentage of bitumen component excluding supplied by the Department (Specified in the sanctioned estimate of the work).

(D) Petroleum :

$$V_f = 0.75 \times \frac{P_f}{100} \times R \times \frac{(F_1 - F_0)}{F_0}$$

- V_f = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates for fuel and lubricants.
- R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
- F_0 = The average wholesale price Index of High Speed Diesel (HSD) as published by the Economic Adviser to the Govt. of India, Ministry of Industry on the day of opening of tender / negotiations.
- F_1 = The average wholesale price index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to Govt. of India, Ministry of Industry for the quarter under consideration.
- P_f = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).
- R = Total work done during the quarter as prescribed under this clause.

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

(E) Cement :

$$V_c = 0.75 \times \frac{P_c}{100} \times R \times \frac{(F_1 - F_0)}{F_0}$$

- V_c = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for cement.
- R = The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.
- I_{C0} = The average wholesale price index for the quarter in which tenders were opened / negotiated (as published by the Economic Advisor to Government of India , Ministry of Industries.).
- I_{C1} = The average wholesale price index for the quarter under consideration (as published by the Economic Advisor to Government of India , Ministry of Industries).
- P_c = Percentage of cement components (excluding cement supplied by the Department).

(F) Steel :

$$V_s = 0.75 \times \frac{P_s}{100} \times R \times \frac{(F_1 - F_0)}{F_0}$$

- V_s = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for steel.
- R = The value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.
- I_{S0} = The average wholesale price index for the quarter in which tenders were opened / negotiated (as published by the Economic Advisor to Government of India , Ministry of Industries.).
- I_{S1} = The average wholesale price index for the quarter under consideration (as published by the Economic Advisor to Government of India , Ministry of Industries).
- P_s = Percentage of steel components (excluding steel supplied by the Department).

Clause 45 A : Price Variation in – installation of elevators, supply/installation of Centrally Air Conditioning and Central Evaporating Cooling Works :

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

$$P = \frac{P_0}{100} \left[15 + 55 \frac{MP}{MP_0} + 15 \frac{W_0(D)}{W_0} + 15 \frac{W_0(I)}{W_0} \right]$$

Where :

P = Price payable as adjusted in accordance with the above price variation formula.

P₀ = Price quoted / confirmed

M_{P0} = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, JDA of India in their weekly bulletin, Revised Index Number of Wholesale Prices (Base : 1981-82=100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

W₀ = All India Average Consumer Price Index Number for Industrial workers (Base : 1982 = 100) as published by Labour Bureau, Ministry of Labour, JDA 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 MP₀ & W₀ 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, JDA of India, in their weekly bulletin Revised index number of wholesale prices (Base : 1981-82 = 100). The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.

W₀ (D) = All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.

W₀ (I) = All India Average Consumer Price Index Number for Industrial workers (Base : 1982=100) as published by Labour Bureau, Ministry of Labour, JDA of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation / progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection / duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

Note-1 The Wholesale Price Index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Clause, the final index figures shall apply.

Note-2 The sole purpose of the above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this contract as movables.

Note-3 The indices MP & W₀ are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.

General Conditions for admissibility of Escalation

1. The exact percentage of labour / material (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.

2. The break-up of components of labour / materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol cement/steel as indicated in Clause 45 have been pre-determined as below :

(a) Labour	0.00 percent
(b) Material	0.00 percent
(c) Bitumen	0.00 percent
(d) Diesel and Petrol	0.00 percent
(e) Cement	0.00 percent
(f) Steel	0.00 percent
Total	0.00 percent

3. While allowing price escalation the following shall be deducted from the value of work done (R): (a) Cost of material supplied by the Department. (b) Cost of services rendered as per clause 34. (C) of Secured Advance / any advance added earlier but deducted now after work is measured. (d) Cost of extra items, the rates for which have been worked out based on market rates / mutually agreed rates.

4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.

5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book shall be the criterion.

6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

7. Price adjustment clause shall be applicable only for – the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost 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 03** months, then escalation would be payable only in respect of value of work in excess over Rs. 50 lacs from the date of satisfying both the conditions.
9. Where originally stipulate period is 03 months or less but actual period of execution excess beyond 06 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period of amount of work is more than Rs. 50 lac.
10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notional given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided therein shall be entertained.
12. **If the period of completion including extended period attributable to JDA exceeds twelve months but cost does not exceeds more than Rs. 50 lac, no escalation is admissible.**
13. Similarly, if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to JDA is less than 3 months, no escalation is admissible.
14. No provisional escalation is payable quarterly and no provisional escalation is payable monthly or fortnightly.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly of fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period **3 months** and amount of work **Rs. 50 lac**) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to JDA, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period of work beyond 6 months.
17. The contractor shall for the purpose of this conditions keep such books of accounts and other documents are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of JDA and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may required any documents so kept and such other information as the Engineer-in-charge may require.

Clause 46: Force-Majuro

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

Clause 47: General discrepancies and errors

In case of percentage rate tenders, if there is any typographical error or clerical error in rates shown by the JDA in the G- schedule, the rates as given in the basic schedule of rates on which estimate is framed shall be taken as correct.

Clause 48: Post payment Audit & Technical Examination

The JDA 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 J.D.A. to recover the same from him in the manner prescribed in Clause 50 or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the JDA to the Contractor.

Clause 48A: Pre Check or Post Check of Bills

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

Clause 48B: Check Measurements

The J.D.A. 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 J.D.A. shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the JDA.

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 JDA and will be disposed off to the best advantage of the JDA, as per directions, of the Engineer-in-charge.

Clause 50: Recovery from Contractors

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

The J.D.A. shall, further, have the right to affect such recoveries under Public Demand Recovery Act.

Clause 51: Jurisdiction of Court

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

Dated Signature of Engineer- in -charge

Dated signature of Contractor

Progress statement referred to in Clause 2 of Conditions of Contract

Name of Work	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of Progress
1	2	3	4

The contractor has been informed that his tender has been accepted

Notes: - For Filling in the Progress J.D.A. Form

Columns 2,3, and 4 must be initialed and dated by the Contractor

Column 4 must be initialed and dated by the Director Engineering or other duly authorized Engineer also.

The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.

The date in column 3 must correspond to the period J.D.A. in Sub clause (e) of the Memorandum below "Tender for works".

Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Director Engineering.

The Certificate as to intimation of acceptance of tender printed at the foot of the form must be signed and dated both by the Director Engineering or other duly authorized Engineer and the Contractor.

Dated

Signature of Engineer- in -Charge

Dated

Signature of Contractor

**ANNEXURE TO APPENDIX XI
RAJASTHAN PUBLIC WORKS DEPARTMENT
CONTRACTOR LABOUR REGULATIONS**

1. **Short title :** These regulations may be called "The Rajasthan Public Works Department Contractor's Labour Regulations."
2. **Definition :** These regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say :
 - (i) **"Labour"** means workers employed by a Rajasthan P.W. Department contractor directly or indirectly through a sub-contractor or other person or by an agent on his behalf.
 - (ii) **"Fair Wage"** means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act., 1948.
 - (iii) **"Contractor"** shall include every person whether sub-contractor or headman or agent employing labour on the work taken on contract.
 - (iv) **"Wages"** : shall have the same meaning as defined in the Payment of Wages Act. and includes times and piece rate wages.
3. **Display of Notice regarding wages etc. :** The contractor shall (a) before the commences his work on contract, display and correctly maintain and continue to display and in conspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the superintending engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
4. **Payment of Wages**
 - (i) The contractor shall fix the wage period in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month.
 - (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
 - (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period in which case, final payments shall be made within 48 hours of the last working day.
5. **Wage Book and Wage slips etc.**
 - (i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars.
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) All deduction made from the wages with an indication in each case of the ground for which the deduction is made.
 - (e) Wages actually paid for each wage period.
 - (ii) The contractor shall also maintain a wage slip for each worker employed on the work
 - (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.
7. **Fines and deductions which may be made from wages**
 - (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (ia) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause I above.
 - (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.
 - (iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.

- (iv) No fine imposed on any worker shall be recovered from him by installment or after the expiry of 60 days from the date on which it was imposed.
8. **Register of fines etc.** : The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.
- The contractor shall maintain both in English and local Indian Language, a list approved by the Labour, Commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.
9. **Preservation of Register** : The wage register, the wage card and the register fines deductions required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.
10. **Powers of Labour Welfare Officer to make investigation of enquiry** : The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.
11. **Report of Labour Welfare Officer** : The Labour Welfare Officer or other person, authorized as aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned in case an appeal is made by contractor under clause 12 of these regulations, actual payment of labours will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.
12. **Appeal against the decision of Labour Welfare Officers** : Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorized, may appeal against. Such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.
- 12a No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.
13. **Inspection of wage books and slips** : The contractor shall allow inspection of the wage books and wage slips and register of lines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorized by the State Government on his behalf.
14. **Submission of Returns** : The Contractor shall submit periodical returns, as may be specified from time to time.
15. **Amendments** : The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorized by the State Government in that behalf, shall be final.

SCHEDULE OF FAIR WAGE TO BE GIVEN BY EXECUTIVE ENGINEER LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

- (I) Willful insubordination disobedience whether alone or combination with another (2) The fraud or dishonesty in connection with the contractor business or property of the Rajasthan P.W.D. (3) Taking or giving bribes or any illegal gratification. (4) Habitual late attendance. (5) Drunkenness, fighting riot or disorderly or indecent behavior (6) Habitual negligence (7) Smoking near or around the area where combustible or other materials are stocked. (8) Habitual indiscipline (9) Causing damage work in progress or to property of the Rajasthan P.W.D. or the contractor (10) Sleeping on duty (11). Malingering or sowing down work (12). Giving of false information regarding name, age, father's name (13) Habitual loss of wage cards supplied by the employers. (14) Unauthorized use of employer's property or manufacturing or making of unauthorized articles at the work places (15) Bad workmanship in construction and maintenance by skilled workers which is not approved by the department and for which contractors are compelled to undertake rectification (16) Making false complaints and / or misleading statement. (17) Engaging, in trade within the premises of the establishment. (18) Any delinquency of business affairs of the employers. (19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer. (20) Holding meeting inside the premises without previous sanction of the employer (21). Threatening or intimidating any workman or employee during the working hours within the premises.

Schedule showing (approximately) material to be supplied from the Public Works Store for work contracted to be executed and the rates of which they are to be charged for

Particulars	Rates which the material will be charged to be contractor			Place of Delivery
	Unit	Rs.	NP	
Doors with Chowkhats				
Doors with Chowkhats				
Doors with Chowkhats				
Windows with Chowkhats				
Windows with Chowkhats				

Windows with Chowkhats				
Steel Shapes				
Steel Shapes				
Steel Shapes				
Bars Mild Steel				
Sheets plain, Corrugated, G.I. etting, wire				
Belts Tower				
Belts Tower				
Locks, Mortise				
Locks, Mortise Rim				
Hinges, Butt				
Hinges, Butt				
Hinges, Butt				
Hinges, Butt				
Hinges, Spring				
Cement, Portland				

Note : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to be submission to the tender.

Signature of Contractor

Signature of Engineer

Progress Statement referred to in Clause 3 of Condition of Contract

Name of Works	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of progress

The contractor has been informed that his tender has been accepted.

Date :

Date :

Engineer-in-Charge

Contractor

Notes for filling in the Progress Statement Form on the Last Page

1. Columns 2, 3 and 4 must be initialed and dated by the Contractor.
2. Column 4 must be initialed and dated by the Chief Engineer or other authorized Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence works is given to the contractor read with Clause 2 of the conditions of contract.
4. The date of column 3 must correspond to the period stated in sub class (e) of the Memorandum below "Tender for works".
5. Column 4. This will ordinarily be worked out proportionately ; thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
6. The Certificate as to intimation of acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorized Engineer and the Contractor

Section A-3

Special Conditions of Contract

SPECIAL CONDITIONS OF THE CONTRACT**1 PROVISION FOR NOMINAL REINFORCEMENT IN PRE-CAST RINGS**

The Contractor shall provide steel reinforcement as per design requirement in each Pre-Cast M-40 Grade Circular Rings, along with nominal **reinforcement @ 0.12%** of gross cross sectional area in both the direction i.e. vertical bar & circular rings) subject to a minimum of nominal reinforcement as per Code of "*Practice of Plain and Reinforced Concrete*" IS:456 2000. **No extra payment shall be made to him/firm on this part. The Contractor should therefore take provisions accordingly.**

SETTING OUT

2. The contractor(s) shall set out the whole of the work in conjunction with an officer to be deputed by the Engineer-in-charge and during the progress of the work to amend on the requisition of the Engineer-in-charge any errors which may arise therein and provide all the necessary Labour materials and equipments for so doing. The contractor has to provide all tools, plant, machinery, Labour and materials which may be necessary and required for the work. All materials and workmanship shall conform to the relevant specifications mentioned in the tender documents.
3. The contractor shall carryout the detailed topographic survey (level survey) with in the site and prepare the pre-commencement maps for approval of the Engineer-in-charge. Based on the approved pre-commencement maps showing spot levels of road crossing, the contractor will prepare the necessary working drawings and L-sections for the purpose of execution of work.

Public Awareness / Information Display

4. The contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ flags/banners etc. at selection points of project site giving such information as considered necessary for public awareness/ information/ safety as directed by the Engineer-in-charge.
5. Contractor shall provide sufficient number of boards at site of work indicating "**JDA AT WORK**" at his own cost as required by Engineer-in-charge.

Site office for Engineer-in-charge and other supervisory staff

6. The contractor shall arrange to provide office at his own cost with two tables, five chairs, two steel almirah, display board, etc., fully furnished office accommodation within 15 days from the date of commencement of work as per requirements/ directions of the Engineer-in-charge including maintenance of the same.

Field Laboratory

7. Within 15 (fifteen days) from the date of commencement of work, the contractor shall arrange to provide at his own cost a fully furnished and adequately equipped field laboratory.
8. The calibration of the laboratory equipment and instrument shall at the initial stages be certified by agencies approved by the Engineer-in-charge. Laboratory equipment shall be properly maintained and calibrated throughout the period of the contract by the
9. Contractor at his own expense. The contractor shall notify the Engineer-in-charge sufficiently in advance prior to conducting any tests for materials at work. The Engineer-in-charge will also inspect the laboratory and the contractor shall provide adequate facilities to the Engineer-in-charge for his independent verification of the accuracy and adequacy of the facilities.

Requirement of Land

10. Land for establishment of site office, field laboratory etc. shall be arranged by the contractor at his own cost.

Transport of material is contractor's responsibility.

11. It shall be mandatory on the part of the contractor to arrange Crane of suitable size for the transportation, loading, unloading, and fixing in position of the Pre-cast manhole elements. No manual labour for such purpose shall be engaged.
12. The tested material will be transported to site by the contractor safely. If any material or pipe/pre-cast elements got damaged during transportation, loading, unloading, stacking and lowering in the trench the same will be rejected and no payment shall be made.
13. The surplus earth and damaged materials will be immediately removed from the site of work and dumped as per instruction of Engineer-in-charge.
14. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. failing which, such material shall be removed by the Engineer-In-charge at risk and the contractor after expiry of 3 days period.

Inspection of work/ Materials.

16. The testing of work /samples shall be carried out by Engineer-in-charge/authorized representative or by Third party inspection as selected and directed by the Engineer-in-charge. The test shall be carried out as per relevant I.S. Specification at manufacture's site before transportation to site. Inspection cost/testing charges if any, shall be born by the contractor only. Inspection shall be carried out for various items for SW pipes/RCC pipes, PVC (SWR) pipes, Cast iron ring and frame, manhole cover Ferro-cement footsteps and Pre-cast manhole elements/components etc.

Sewer laying work and construction of manholes.

17. The JDA Site Engineer shall provide the reduced level value of Bench Marks and invert levels in reference to the Bench Marks while starting the work. The contractor/ Firm or company's technical staff will transfer levels in the trench to lay the sewer line at required gradient with standard level instruments and , boning rods, side rails. The Contractor/Firm or company will be fully responsible for any error while transferring levels from Bench Marks to the trench. While doing so, if any, line is laid wrongly and/or is not as per desired gradient it shall be the responsibility of contractor to get the line re-laid at his own cost
18. The contractor shall provide at the site all material he shall be required to use for timbering/stuttering shoring excavation of trenches and which he shall bring to the site, prior to start of excavation for approval of the Engineer-in-charge.
19. RR stone/ Pre-cast manhole chambers shall be constructed/assembled simultaneously with the laying of sewers as per drawing and detailed specification of PWD (B&R) Rajasthan.
20. Concreting work should be done in the presence of an Engineer-in-charge not below the rank of Site Engineer of the JDA after checking of reinforcement by the Sector Engineer. After taking layout, the contractor shall submit daily Schedule of work to the Engineer-in-charge 15 days in advance.
21. Only design mix concrete of grade M-40 shall be used for the precast manhole elements.
22. The contractor shall keep the trenches open between two consecutive manholes while laying the sewer line. Pipes shall be lowered in the trenches and cured minimum for three days, trench shall be refilled with excavated earth as per specification after the inspection of Sector / Site Engineer.
23. No extra payment will be made to the contractor on account of clearance of soakage well/septic falling in the alignment of the sewer line. The sewer line shall be tested at contractor's cost as per I.S. code no. 783-1985 and departmental specifications for water tightness, straightness and gradient by the Engineer In charge. If any leakage is found during testing the same will be replaced by the contractor at his own cost.
24. Two percent amount of each running bill shall be with held on account of testing of sewer system, which will be released only after successful testing. The contractor will be fully responsible for structural safety stability and water tightness of the sewer line and associated work.

Materials

25. Cement and steel shall not be supplied by the department.
26. Steel, when arranged by the contractor shall produce a test certificate for the whole lot as per the IS Code provisions from an authorized laboratory approved by the Engineer-in-charge.
27. Water for construction and testing purpose shall have to be arranged by the contractor at his own cost. In case it is supplied by the JDA, charges @ 1% of total value of item of construction work shall be taken and recovered from each running bill.

Design and Drawings.

28. JDA shall not be responsible for any error, in accuracy or permission of any kind in JDA's requirements as originally included in the contract. Any data or information received by the Contractor, from JDA or otherwise, shall not relieve the Contractor from his responsibility for the design and execution and structural stability of the per-cast elements.
29. The drawings of the pre-cast eccentric conical piece and circular rings is based on the departmental designs. Contractor may study the design, drawings and specifications carefully and if felt necessary, may increase the sectional thickness, reinforcement or the grade of concrete suitably. No extra payment shall be made to the contractor over the rates quoted by the contractor for any modifications / changes proposed by him. The contractor shall be fully responsible for the structural safety of the precast manhole elements/components.

As Built Drawings.

30. The submission of the as-built drawings of the sewer work is the precondition for the final payment. The final drawings shall be submitted in one reproducible set and 3 copies on linen bound in an album of an approved size. The contractor shall submit all the completion drawings **including L-Section and point file** and approved design calculations on CD ROM / DVD in two copies with proper directory structure. The scale of drawing and the size of drawing shall be as per the direction of the Engineer in Charge.

Safety aspects associated with the work.

31. **Safety And Accident Prevention Officer:** Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and Labour engaged on the works, local residents in the vicinity of the works, and the public traveling through the works. The contractor shall deploy at least one officer from his staff, qualified to promote and maintain safe working practices. This/these officer(s) shall has/have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labor in their implementation. The contractor shall furnish to the department the name(s) of such officer(s) before the start of the work.
32. The contractor/firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be borne by the contractor only and JDA will not be responsible in any way.
33. The contractor shall not work before sunrise and after the sunset.
34. The contractor/firm or company will take utmost care to safeguard the water mains, Electric and Telephone cable existing surface drains water connections etc., while executing the work. Any damages/rectification shall be borne by the contractor only .
35. The contractor/firm/company is bound to get the workmen insured against accident from the Insurance Company at his own cost.
36. The contractor will pay compensation to the house owner or to the owner of any adjoining property or any other works for the damaged sustained on account of this work while in progress or complete from his own pocket.

37. Electric and water connections, if needed, shall be arranged by the contractor himself at his own cost.
38. Contractor shall be the sole custodian of the men and material at work and will be fully responsible for any loss of life or otherwise occurred during the execution of the works

OMMISSIONS AND CORRECTIONS

39. If there is any typographical error or otherwise in the 'G' Schedule. The nomenclature and the rates as given in the relevant PWD BSR 2012 and JDA approved items/rates on which schedule 'G' is based, shall prevail.

The above conditions may be read very carefully and adhered strictly.

Signature of Contractor

Executive Engineer (PHE-I)

J.D.A. Jaipur

Section A-4

Specifications of Work

SCOPE OF WORK

47. Operation and Maintenance Conditions

1.General Requirements for Operation and Maintenance

The Contractor shall operate and maintain the entire Plant within its contract price for a total operation and maintenance period of 5 years from the date of taking over of the plant by the JDA. All necessary repairs, maintenance, overhaul, replacements etc., shall be made during the O & M to maintain the Plant at the status of formal handing. At the end of O & M period the plant shall be handed over to the JDA in fully functional and new condition except normal wear and tear. The O & M contract price include the initial expenditure, which is going to occur in the repairing/replacement of old machinery & equipment & filtermedia etc.

The price for O & M bill shall include supply of all tools, tackles, spares, lubricants, laboratory chemical, glassware and polyelectrolyte. The scope shall include but not limited to the following items.

Operation and Maintenance including Civil, Electrical, Mechanical and all allied works.

Sampling and testing of influent sewage based on the tests and frequency desired by the JDA's representative and in general in accordance with the CPHEEO manual on Sewerage and Sewage Treatment.

O & M of all functional and utility buildings, infrastructure and common areas Within the Plant campus.

Proper maintenance of Water Supply, Sewerage, Roads, Paths, lawns including trimming and upkeep of gardens etc.,

Maintenance of Proper records of sampling as per approved proforma.

Loading, Unloading and Transportation of screenings, Wet sludge and wet grit out of treatment Plant site at his cost as directed by JDA's representative within **5 km** from the Plant at the place as directed by the JDA's representative from time to time. The wet sludge shall be collected and disposed of by the contractor.

Maintenance of log books of all the machinery shall be done separately & collectively, at the STP These reports shall contain sufficient appropriate and adequate data to make the records meaningful and amenable to analysis for evaluating the performance of the Plant as well as to help in O & M decisions.

Security of the campus and contents therein shall be Contractor's responsibility.

The records maintained by the Contractor shall be produced periodically to the JDA's representative for proper monitoring. The JDA's representative's remarks shall be attended to on next submission. Consolidated summary reports shall be furnished to the JDA monthly, quarterly and yearly containing salient features as and when directed by JDA.

The Contractor shall also maintain history sheets of overhauling, maintenance, replacement of all the important electrical and mechanical equipment

The O & M shall include the appropriate preventive maintenance of equipment as per the manufacturer's recommendation.

The operation, maintenance and repairs services shall be performed according to the following.

Down time:

The Plant shall never be operated at less than 50% of its design capacity due to maintenance and repair reasons. The period of such exceptional operation shall not exceed two consecutive days and shall not be more than three days a week. The maximum downtime of the whole Plant shall not exceed 12 hours. The periods for repairs and maintenance have to be communicated to the JDA's representative at least one month in advance. For machinery and equipment which requires maintenance to be carried out by manufacturer/ manufacturer's authorized representative, the down time shall not exceed 3 days. JDA reserves the right to impose penalty, should there be any default by Contractor on this account. The penalty amount will be deducted in the next O & M bill if adequate record are not furnished by the Contractor for delay.

Operation of the Plant as per O & M Manual:

The Plant shall be operated according to the rules and procedures laid down in the O & M manual. The Plant must be in position to work at the design capacity at any time.

Awareness & Cleanliness

The Contractor and his staff shall maintain a high degree of awareness in operation and maintenance of the Plant and all relevant safety codes and procedures. At all times the Plant, its equipment and surrounds shall be kept clean and in order' including the buildings, floors, walls, roofs, windows, and garden etc.

Frequency of Preventive maintenance

The preventive maintenance shall be carried out according to the preventive maintenance schedule of the Plant. The regular staff may be reinforced with short-term specialists by the Contractor for special maintenance tasks, after duly informing the JDA's representative of the need and the schedule.

Repairs

Repairs shall be made as and when needed very promptly on the spot or at the Contractor's / Manufacturer's workshop. The need of repair on the spot or at the Contractor's workshop has to be defined in co-ordination with the JDA's representative and according to the status of spare parts availability.

Spare parts

The Contractor shall keep a reasonable stock of spare parts so that the down time of equipment can be kept within the limits specified. The contents of the stock and the reorder level of the inventory have to be approved by the JDA's representative.

Transportation

All necessary transportation shall be arranged and made by the Contractor at his own expense.

Consumables

The Contractor has to ensure that there is always there is sufficient stock of 15 days of consumables, glass ware etc.,

Chemicals

The Contractor has to ensure that there is always there is minimum stock of 30 days requirement of Polyelectrolyte.

2 GENERAL OBLIGATION

The Contractor shall operate and maintain the entire Plant under this contract for the period specified in this contract which shall be extendable at the JDA's option to be discussed in the last six month of five year O & M contract.

The Contractor will submit a detailed operation and maintenance plan for approval of JDA's representative. All operation and maintenance activities shall be carried out strictly in accordance with the approved plan.

The services shall include but not be limited to the following items.

Operation and maintenance of the sewage treatment plant from the inlet chamber up to disposal of treated water.

3 OPERATION

Operational services

The Contractor shall operate the complete sewage treatment Plant and associated services on a continuous 24-hour basis.

The Contractor shall operate and utilize the control and monitoring systems provided. If found necessary, he shall make adjustments (within the operation range) of the control system and equipment, so that the Plant operation matches the treatment process requirements.

If it is determined that the facility is not capable of meeting the design parameters for any reason beyond the Contractor's control and not attributable to him, the Contractor shall determine the specific cause of failure/ abnormality in the Plant functioning and report to the JDA's representative and seek his directives on the necessary corrective action to be taken/adopted.

The Contractor will be required to furnish the details of electricity consumption in the format prescribed by the JDA's representative. Monthly electric charge shall be paid by JDA collecting the electric bill from JVVNL and deposit the same to JVVNL will be contractor liability & the same shall be reimbursed by JDA to the contractor. Penalty account of power factor surcharge and late payment of monthly electric shall be recovered from contractor's monthly O&M bill if any.

All consumables, Polyelectrolyte, and spare required operating and maintaining the Contractor shall provide the Plant in good condition. The grit, Screenings, Wet sludge and other garbage generated in the plant shall be removed from the site on daily basis. No accumulation of such residues shall be permitted within the Plant campus without express application by Contractor giving adequate reasons as well as permission of JDA's representative. The Contractor shall such residues in conformity to Environmental regulations/ rules in force. The JDA's Representative may, if required, decide the mode and timing of disposal of such residues in consultation with concerned Environmental and Civic Authorities. Such directions shall be followed by the Contractor promptly, both in letter and spirit, without any reservations and without any increase in O&M /other costs. The loading, unloading and transportation cost of these shall be borne by the Contractor and shall be included in the price quoted by the Contractor for O&M.

The Contractor at his own expense shall provide all tools, cleaning, and house keeping equipment, security and safety equipment

Manpower

The Contractor shall provide experienced managerial, technical, supervisory, administrative, and non-technical personnel and labour necessary to operate and maintain the treatment Plant and works properly, safely and efficiently on a continuous 24 hour basis for the full term of the O & M period. While doing so due consideration shall be given to the labour laws in force.

The qualification and capability of Contractor's personnel shall be appropriate for the tasks they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the JDA's representative, a member of Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and JDA's representative informs the Contractor in writing, the Contractor shall replace him with a person of appropriate skills and experience for the task, approved by the JDA's representative, within one month of being so informed.

The bidder shall propose in his tender a staff management structure for the operation and maintenance of works. The suggested structure (minimum) shall be as follows:

Site in Charge* - 1 full time (Should be post graduate/ graduate in Chemical/Mechanical engineering with having minimum 3 year experience of O&M of similar type of Plant.

Electrician - 1 On call basis (Should be graduate/ Diploma/ITI in Electrical engineering with having minimum 5 year experience of O&M of similar type of Plant.

Mechanic/Fitter - 1 On call basis (Should be Diploma/ITI in Electrical/Mechanical engineering with having minimum 5 year experience

Chemist - 1 On call basis (Should be post graduate/ graduate in chemical engineering/Msc/Bsc with having minimum 5-year experience of O&M of similar type of Plant.

Operator - 3 (1 no in each Shifts) (Should be Bsc/ITI in with having minimum 5 year experience

Helper/ Sweepers - 3 (1 no in each Shifts)

* Key staff

The JDA may require a suitable change in the structure on the basis of design, automation and other relevant parameters it deems fit.

The Contractor shall provide all secretarial support, office furniture and office supplies as required. It shall also ensure that all labor welfare laws and regulations are followed, including weekly rests, rotation of duties

The CV resumes of the Contractor personnel shall be submitted to the JDA's representative for acceptance. Normal time duty hours for the Contractor's O & M personnel may be modified as necessary and agreed by the JDA's representative. A rotating shift schedule shall be established by the Contractor and approved by the JDA's representative who will ensure that an adequate number of the Contractor's staff will be available for duty at Plant 24 hours each day, 7 days week, including national holidays.

In the event that it is necessary for more than one of the Contractor's O & M personnel to be absent from the Plant, for whatever reason, the Contractor shall provide a qualified replacement at his own expense and ensure that specified project duty coverage is maintained. If substitute key personnel are required for a period longer than 15 days.

The O & M personnel shall be dedicated solely to the specified duties and responsibilities and shall not be diverted to perform Contractor's administrative duties, construction arrangement, office management, or other non- O & M activities. Adequate support staff shall be provided by the Contractor in order to avoid any such diversion.

The bidder shall provide justification of the labour cost proposed by him for all personnel

The Contractor shall include in his cost medical and accident insurance expenses of all the staff employed by him along with all provisions of the labour welfare acts prescribed from time to time by the State and Central Government. Adequate insurance cover shall also be maintained during O & M period for all short-term employees, as well as casual, temporary employees and visitors.

JDA is not liable for any situation arising due to any accident/mishap of whatever nature occurring in the Plant premises.

Safety

The Contractor shall be responsible for safety of his staff during O & M of the Plant and shall procure, provide and maintain all safety equipment necessary for satisfactory O & M such as gasmasks, gloves, boots, mats etc.,

The Contractor shall utilize safety awareness procedures in every element of operation and maintenance.

The Contractor shall emphasize site safety including adoption of

Safe working procedures

Cleanliness and care of the plant as a whole

Accident and hazardous conditions prevention and reporting.

The Contractor shall impart safety training to all members at regular intervals, especially for new comers.

The Contractor shall provide Notice boards and display boards at appropriate locations detailing precautions to be taken by O & M personnel to work in conformity to regulations and procedures and by the visitors to the Plant.

The Contractor shall notify the JDA's representative immediately if any accident occurs whether on-site or off site in which Contractor is directly involved and results in any injury to any person, whether directly concerned with the site or a third party. Such initial notification may be verbal and shall be followed comprehensive report within 24 hours of the accident.

Reporting

The Contractor shall prepare consolidated daily reports, weekly and monthly reports on Plant operation and maintenance and submit to the JDA's representative as and when required by JDA.

Overall reporting formats shall be approved by JDA's representative and may have to be modified from time to time as required and approved by JDA's representative. Contractor may have to prepare and submit additional reports on particular matters and incidents as and when required by the JDA's representative for each significant occurrence.

4 MAINTENANCE

Maintenance of Installed Plant

The Contractor shall ensure the continuity of the Plant operations and the breakdown or the deterioration in performance of the Plant under normal operating conditions of any items of the Plant and equipment and component parts thereof shall be minimized.

The classes of maintenance provided shall comprise full Operational maintenance and standby Maintenance.

Full operational maintenance comprises the planned and regular maintenance carried out by the Contractor on a day-to-day basis, including cleaning, lubricating, minor adjustment, together with the preventive and corrective maintenance plan for those items of the Plant and equipment within the treatment works which have been commissioned and made operational.

Standby maintenance comprises the planned and regular maintenance carried out by the Contractor including cleaning, lubricating, periodic, and minor adjustment of all items of Plant and equipment within the treatment works which have been installed but have not yet been made operational.

The Contractor shall carry out the maintenance of the Plant installations in accordance with the requirements of the O & M Manual and to the approved maintenance plan. The Contractor shall strictly adhere to the manufacturers' recommendations with respect to equipment maintenance, and only use types and grades of lubricants to be used. The frequency of lubrication, adjustments to be made regularly, and recommended spare parts by the equipment/machine/instrument manufacturer/supplier shall be carried out and appropriate inventory shall be held in store.

Building and Site Maintenance

The Contractor shall be responsible for:

The full maintenance of building and all electrical, ventilation, plumbing and drainage installation in the building.

Building and housekeeping maintenance.

Full maintenance of the site water and wastewater services, cabling and earthing systems, and the site road lighting system.

Site maintenance including the upkeep of landscaped areas/ tree Plantation etc.,

Preventive Maintenance

The Contractor shall plan the day-to-day and the preventive maintenance. This planning must include each equipment. the estimated necessary hours in preventive maintenance and break down maintenance. It shall also include the qualification of the foreseen maintenance personnel.

The Contractor shall provide the yearly requirement of spare parts and consumable needed for the maintenance of each piece of equipment for the day-to-day maintenance, preventive maintenance, and foreseen break down maintenance/overhaul, if any.

5. TRAINING

General

The Contractor shall be responsible for instruction and training of all his personnel in all aspects of Plant operation and maintenance till the end of the operation and maintenance period. The Contractor shall also be responsible for training personnel designed by the JDA who will operate the Plant at the expiry of the contract if directed by JDA.

The Contractor will make available for this purpose competent staff and as well as propose schedule information that may be necessary for effective execution of the training programme.

6. Operation and Maintenance records

The contractor shall submit sample form for record to JDA for approval that are required to be maintained by the O & M Contractor. The details of complete records shall be prepared and submitted by the O & M Contractor to the JDA's representative as and when required.

7. Recommended Treatment Process

The treatment plant consists of mainly

- (a) Sewage transfer sump with pumping machinery.
- (b) Removal of screen/grit in screen channel/grit channel.
- (c) Removal of organic matter (BOD/COD) in the moving bed bio reactor followed by secondary settling tank.
- (d) Ultra violet disinfection.
- (e) Removal of residue in pressure sand filters and activated carbon filters.
- (f) The treated sewage storage tank.
- (g) Sludge treatment in the filter press.

8. Raw sewage quality

Sr.no.	Parameter	Value
1	PH	6 to 8.5
2	COD	450 to 500 mg/l
3	BOD	200 to 250 mg/l
4	TSS	250 to 300 mg/l

9. Treated sewage quality

Sr.no.	Parameter	Value
1	PH	6 to 8.5
2	COD	≥100 mg/l
3	BOD	≥10 mg/l
4	TSS	≥15 mg/l
5	Oil & Grease	NIL
6	MPN	250 / 100 ml

Contractor shall in all conditions insure that quality of effluent from STP shall have desired characteristic in conformity with specifications as mentioned above and shall

give guarantee for it. Failure to comply above parameter shall attract liquidated damages as per clause 10 of conditions of contract.

10. Liquidated damages :

10.1 For the quantity and quality of treated sewage

If the pumped sewage quantity and quality parameters do not meet the output standards, then liquidated damages shall be payable shall be as follows:-

Liquidated Damages

(For non-conformance in meeting the output standards for treated sewage set as per this tender specifications)

Event triggering the recovery of Liquidated Damages	During the O&M period		Liquidated damages recoverable on termination as a percentage of the immediately preceding year's fixed & variable payments
	Liquidated Damages	Frequency	
Non conformance with BOD standards as per volume I, Technical specifications	Rs. 2.00	For every 1000 litres for every day of non conformance	5%
Non conformance with COD standards as per volume I, Technical specifications	Rs. 2.00	For every 1000 litres for every day of non conformance	5%
Non conformance with TSS standards	Rs. 2.00	For every 1000 litres for every day of non conformance	5%

10.2 The treated sewage quantity levels shall be calculated on the basic average over the relevant period of 24 hours.

10.3 Limit on liquidated damages

Notwithstanding the above, the liquidated damages payable by the contractor shall not exceed the maximum liquidated damages **as explained at clause 11 of the part.**

10.4 It is understood that liquidated damages are not a penalty but represents a reasonable estimate of fair compensation which are payable without proof of actual damage for a failure to meet the stipulated conditions which otherwise is

impracticable or extremely difficult to fix the actual damages resulting from failure of the contractor to meet such output standards.

10.5 Slit/Sludge/Screening/Grit removal

If the contractor fails to remove silt/sludge/screening/grit etc. in the treatment plant from the date of receipt of letter from the employer, then the silt/sludge/screenings/grit shall be removed by the employer by engaging other agencies and the cost will be recovered from the contractor.

11. Maximum Liquidated Damages

11.1 The maximum liquidated damages payable by the contractor in any month shall not be more than 5% of the fixed payment receivable by the contractor for the year calculated on nominal flow of 1.0 MLD.

11.2 The maximum liquidated damages payable by the contractor in a year shall not be more than 30% of the fixed payment receivable by the contractor for the year calculated on nominal flow of 1.0 MLD.

11.3 The maximum liquidated damages payable by the contractor on Termination shall not be more than the fixed payment receivable by the contractor for the year preceding the termination calculated on nominal flow of 1.0 MLD.

12. The quoted rate shall remain firm and valid for five years of O&M contract.

13. As per agreement, the no. of staff in each shift should always remain present; otherwise penalty towards absence of any staff shall be levied and recovered from the contractor. The arrangement of reliever for weekly off/holiday/leave etc. shall be made by the contractor. Absence on any ground like weekly off or holiday shall not be considered. The presence of staff in each shift should be marked in register to be maintained at site of sewage treatment plant; which shall be considered as final. The contractor's staff must mark their presence in this register. If a man on the duty remains absent and there will not be any replacement in his place, the contractor will be penalized at the rate of Rs. 200/- per man per day **upto no limit.**

14. No equipment shall remain idle or un-repaired or damaged or unutilized for the period exceeding 5 working days from the date of intimation by engineer in charge to contractor in that effect. If any equipment is not repaired, rectified and or replaced within 3 days, the contractor shall be penalized **with no limit at the rate of Rs. 500/- per day of delay per each individual equipment of the plant.**

Executive Engineer (PHE-I)
JDA, Jaipur

Section A-5

Annexure

Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice inviting Bids No.Dated

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

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding 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 :

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Commissioner , JDA, Jaipur.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, UDH, Raj Govt.

(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:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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 Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1
[See Rule 83]
**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

Additional Conditions of Contract**1. Correction of arithmetical errors**

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Contractor
with full address & Mobile No.

Executive Engineer (PHE-I)
JDA, Jaipur

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 90 days from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
13. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.
14. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.

15. The rates provided in tender documents are inclusive of all Taxes royalty.
16. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
17. Undersigned has full right to reject any or all tenders without given any reasons.
18. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
19. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
20. The tenderer are required to submit copy of their enlistment as contractor.
21. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
22. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
23. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES 2013 shall be applicable.
24. **"If any bidder quotes a rate below than the schedule 'G' rates, i.e. rates below than at par, then the bidder has to deposit the difference amount i.e. amount between the rates as per at par and below, as work performance guarantee. This amount has to be deposited before the commencement of work and will be refunded after successful completion of work. Lowest bidder will be issued LOA (Letter of Acceptance) and within 7 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of these shall be for a period three months beyond the stipulated date of completion/actual date completion. In case of non deposition of the same in specified period, the 2% bid security will be forfeited. In case work is not completed satisfactory, the work performance security will be forfeited along with Bid security."**

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer (PHE-I)
JDA, Jaipur**

ANNEXURE- I

[Reference Clause 3(i)]

Signed
Photograph of
Applicant

To be given on Non-Judicial stamp
Paper of Rs. 10/- only,

AFFIDAVIT

**I/We..... Proprietor/ Partner/ Authorized
signatory of M/s under take the oath that the
information furnished by me/us of the assessment Bid for
..... is correct to the best
of my/our knowledge and nothing has been concealed by me. I acknowledge that if
in future any information furnished by me is found incorrect I will be solely
responsible and shall be punished as per the law and also any benefits in any form
obtained by me shall be recoverable.**

.....
Proprietor/ Partner/ Authorized signatory

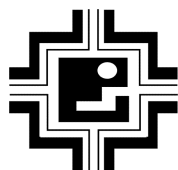
M/s

.....

Note:-

The applicant has to enclose a self attested photo identity card with the above affidavit.

JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

Name of work : O&M of 1 MLD TSTP at Jawahar Circle, Jaipur

Cost: Rs. 48.00 Lacs

NIT No. 07/2015-16

Due On:

Volume-II

Envelope 'A' (Financial)

**Executive Engineer (PHE-I)
Jaipur Development Authority
Jaipur**

Tender Inviting Authority: Executive Engineer (PHE-1), JDA, Jaipur						
Name of Work: O&M of 1 MLD TSTP at Jawahar Circle, Jaipur						
Contract No: 7/ 2015-16						
Bidder Name :						
<u>SCHEDULE OF WORKS (Miscellaneous Non BSR ITEMS)</u> (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Figures	Words	
1.00	Operation and maintenace of the entire sewage treatment facility at Jawahar Circle site for 5 years including all labour & material as per scope of work.					
1.10	Ist Year	12.00	Months		Rupees only	
1.20	Iind Year	12.00	Months		Rupees only	
1.30	Illrd Year	12.00	Months		Rupees only	
1.40	IVth Year	12.00	Months		Rupees only	
1.50	Vth Year	12.00	Months		Rupees only	
Total in Figures						
Total in Words		Rupees only				