

JAIPUR DEVELOPMENT AUTHORITY



Bid Document

For

Name of Work:- Operation and Maintenance of the Sewerage Pumping Station and Facilities including DI K-7 Boosting pipe line and sewerage network at Tulsi Nagar Near Kanwatiya Circle, Shastri Nagar, Jaipur.

Cost : Rs 9.00 Lacs

NIB No. 01/2018-19

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

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक: जविप्रा/अधि.अभि. (पीएचई- II)/2018/डी- 316

दिनांक:- 24/05/2018

बिड आमंत्रण सूचना

बिड संख्या : जविप्रा/अधि. अभि. पीएचई- II/01/2018-19

जयपुर विकास प्राधिकरण द्वारा "तुलसी नगर कॉवटिया सर्किल के पास शास्त्री नगर जयपुर स्थित सीवरेज पम्पिंग स्टेशन, पम्प हाऊस, पम्पिंग मशीनरी, डी.आई. के-7 बूस्टिंग पाईप लाईन एवं तुलसी नगर सीवरेज नेटवर्क का संचालन एवं संधारण का कार्य", जिसकी अनुमानित लागत रुपये 9,00,000/- के लिए ऑनलाईन निविदा दिनांक 12.06.2018 सांय 6:00 बजे तक आमंत्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि दिनांक 12.06.2018 को सांय 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

(UBN No.).

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी :-

1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानता राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्रॉक्योरमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

(मनोज कुमार सिंह)
अधिशायी अभियन्ता(पीएचई- II)
जयपुर विकास प्राधिकरण,
जयपुर

प्रतिलिपि:-

1. सहायक निदेशक (जनसम्पर्क), जविप्रा, को बिड प्रकाशनार्थ प्रेषित है।

Job No. JDA/EE (PHE-II)/A & F/2015-2016/Jul/NR-052 dt. 10.07.2015

(मनोज कुमार सिंह)
अधिशायी अभियन्ता(पीएचई- II)
जयपुर विकास प्राधिकरण,
जयपुर

Annexure: 1

NIB for Publication in News Paper

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. 302, Citizen Care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg,
Jaipur – 302 004

Telephone: +91-141-2569696 email: ee.phe2@jaipurjda.org

No: - JDA/EE/PHE-II/2018/D- **216**

Dated:- **24/05/2018**

NOTICE INVITING BID

NIB No. : JDA/EE (PHE-II)/01/2018-19

Online Bids are invited upto 6.00 PM of 12.06.2018 for "Operation and Maintenance of the Sewerage Pumping Station and Facilities including DI K-7 Boosting pipe line and sewerage network at Tulsi Nagar Near Kanwatiya Circle, Shastri Nagar, Jaipur". The Last date of for applying bid and making online payment on JDA portal is up-to 6.00 PM of 12.06.2018. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

(UBN No.)

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in
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.


(Manoj Kumar Singh)
Executive Engineer (PHE-II)
JDA, Jaipur

Copy to :-

1. PRO Cell, JDA, Jaipur for publication in News paper.

Job No. JDA/EE (PHE-II)/A & F/2015-2016/Jul/NR-052 dt. 10.07.2015


(Manoj Kumar Singh)
Executive Engineer (PHE-II)
JDA, Jaipur

Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document**JAIPUR DEVELOPMENT AUTHORITY**

Room No. 302, Citizen care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg,
Jaipur - 302 004

Telephone: +91-141-2569696 email: ee.phe2@jaipurjda.org

Bid No: - JDA/EE(PHE-II)/2018/D-

Dated:-

NOTICE INVITING BID

NIB No. : JDA/EE(PHE-II)/01/2018-19

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (PHE-II), Jaipur Development Authority ➤ Address: 302, Citizen care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur - 302 004 (Rajasthan) ➤ Email: ee.phe2@jaipurjda.org
Subject Matter of Procurement	➤ Operation and Maintenance of the Sewerage Pumping Station and Facilities including DI K-7 Boosting pipe line and sewerage network at Tulsi Nagar Near Kanwatiya Circle, Shastri Nagar, Jaipur ➤ Job No. JDA/EE (PHE-II)/A & F/2015-2016/Jul/NR-052 dt. 10.07.2015
Bid Procedure	➤ Singal Stage tender (eg. Single -stage (envelope) open competitive) eBid procedure at http://www.eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection 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.jda.urban.rajasthan.gov.in
Website for online Bid application participation and payment *	➤ Website: www.jda.urban.rajasthan.gov.in ➤ 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. 250/- Rupees (Two Hundred Fifty only) ○ RISL Processing Fee: Rs. 1000/- Rupees (One Thousand only) ➤ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR Rs. 9,00,000/- (Rupees Nine Lac only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 18,000/-) (For D Class & Above contractors registered in other department) of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% (Rs. 4,500/-) (For Contractor registered in JDA) 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.
Date/Time/Place of Pre-Bid	➤ N.A.
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 28.05.2018 at 10.00 AM ➤ End Date: 12.06.2018 at 06.00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MB-SF 226 of Main Building, JDA, Jaipur by 13.06.2018 10.00 AM to 15.06.2018 up to 3.00 PM

Bid Submission on e-Procurement Portal of GOR	➤ Start Date: 28.05.2018 at 10.00 AM ➤ End Date: 12.06.2018 at 06.00 PM
Date/Time/Place of Technical Bid Opening	➤ N.A.
Date/ Time/ Place of Financial Bid Opening	➤ 18.06.2018/ 11.15 AM ➤ CCC TF 302, Third Floor, Customer Care Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawaharlal Nehru Marg, Jaipur-302 004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Completion Period	➤ 36 Months.

* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are a Mentioned Below:-

A. Payment Options:

Option-1: Bank Guarantee (BG) against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of B.G. requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

Note:-

1. Bidder (authorized 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, Yojana Bhawan, 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 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.


(Manoj Kumar Singh)
Executive Engineer (PHE-II)
JDA, Jaipur

SECTION-I

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

- (i) The Employer wishes to receive bids from the eligible bidders for the Work that is described in the Bidding Data sheet.
- (ii) The successful bidder will be expected to complete the works within the period stated in the Bidding Data sheet and Appendix to Bid from the date of issuance of the Notice to proceed, or such other data may be specified in the Notice to Proceed.
- (iii) Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer" and "bid"/"tendered", "bidding"/"tendering", etc) are synonymous and day means calendar day. Singular means plural.

2. Type of Contract

- (i) It is proposed to invite bids in Percentage Rate from bidders who have experience of sewerage/ SPS.

3. Source of Funds

- (i) The project shall be funded by JDA.

4. Eligible Bidders

- (i) The invitation to Bid is open for national bidders and who pursue the business of civil works contracts in the State of India.
- (ii) The bidder should be a single entity only.
- (iii) Bidders shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualification of Bidder

- (i) To be qualified for award of Contract, bidders shall:
 - (a) Submit a written power of attorney in original, authorizing the signatory of the bid to commit the bidder.

6. One Bid per Bidder

- (i) Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Works will be disqualified. The limitation, however, will not apply in respect of bids which include specialist sub-contractors or equipment suppliers who are used by more than one bidder.

7. Cost of Bidding

- (i) The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

Site visit

8. Site Visit

- (i) The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for O & M Work. The costs of visiting the site shall be at the bidders own expense.

B. BIDDING DOCUMENTS**9. Contents of Bidding Documents**

- (i) The Bidding Documents are those stated below, and these should be read in continuation with any Addenda issued in accordance with Clause 11.

Invitation for Bids (IFB)

Section I	Instruction to Bidders
Section II	General Condition of Contract
Section III	Special Condition of Contract
Section IV	Requirements of Works
Section V	Special Conditions of Contract- O & M (Sewer line and SPS)
Section VI	Annexure A to H and conceptual drawing
Section VII	Bill of Quantities/Schedules-G

- (ii) The bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk.

10. Clarification of Bidding Documents

- (i) Prospective bidders requiring any further information or clarification of the Bidding Documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's mailing address indicated in the Invitation for Bids. The Employer will respond to any request for clarifications which he receives earlier than 15 days prior to the dead line for submission of bids, or queries raised during the pre-bid conference, if scheduled. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry.
- (ii) In the event of any conflict or discrepancy within the bidding document, the priority of documents forming the document shall be as below
1. Addenda
 2. Special Conditions of Contract
 3. Special Conditions of Contract-O & M
 4. Instructions to Bidders
 5. Invitation to Bid
 6. General Conditions of Contract
 7. Bill of Quantities

11. Amendment of Bidding Documents

- (i) At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addenda.
- (ii) Any Addendum thus issued shall be part of the bidding documents pursuant to sub-clause 9.1, and it will be notified in writing or by fax/ email to all purchasers of the bidding documents and will be binding on them. Prospective bidders shall acknowledge receipt of each addendum by fax/ email to the Employer.

C. PREPARATION OF BIDS

12. Language of Bid

- (i) The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged between the bidder and the Employer, shall be written in either Hindi or English language. Supporting documents and printed literature furnished by the bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

13. Documents Comprising the Bid

- (i) The bid submitted by the bidder shall comprise of the following: Bid Form and Appendix to Bid; Bid Security; priced Bill of Quantities; the information on eligibility and qualification; and any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.

14. Bid Prices

- (i) Unless specified otherwise in Employer's Requirements, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total Bid price covers operation and maintenance of the facilities for a period of three (3) years after the possession of the SPS and facilities. This includes all requirements under the Contractor's responsibilities for testing, pre commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc., operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the Conditions of Contract.
- a) Operation and maintenance of the Facilities (Schedule of Prices) shall be quoted on yearly basis including all Diesel charges except power charges.

15. Compliance of Apprenticeship Act, 1961

- (i) The contractor shall comply with the provisions of the Apprenticeship Act, 1961, labour laws and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the Act.

16. Evaluation and Comparison of Bids

- (i) The Employer will evaluate and compare only the bids received in accordance with Tender Document and qualified for award of contract in accordance with Tender Document.

17. Award of Contract

- (i) Subject to the provisions of Clause-16, the Employer will award the Contract to the bidder whose bid has been found Lowest Evaluated Bid Price for this contract.

18. Employer's Right to Accept any Bid and to reject any or all Bids

- (i) Notwithstanding Clause-17, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

Section-II

General Conditions of Contract

**(APPENDIX XI OF PWF & AR. GOVT. OF RAJASTHAN
EFFECTIVE UP TO DATE SHALL BE APPLICABLE)**

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

(The Special conditions of Contract shall complement, amend, and supplement the provisions in the Section III, General Conditions of Contract, and the Clause Numbers provided herein refer to the same Clause Numbers provided in the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those contained in the General Conditions of Contract. This Section shall therefore be read in conjunction with Section III of the Bid Documents.)

In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

1. CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS

- (i) 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, till finalization of O&M period, 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 .

2. CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.

(i) Machinery

Contractor has to deploy all the machinery required for execution as given in Municipal Board, JAIPUR DEVELOPMENT AUTHORITY requirement of this volume. In case contractor does not deploy the required machinery, Municipal Board, JAIPUR DEVELOPMENT AUTHORITY will have the right to deploy such machinery and twice the hire charges of such machinery shall be deducted from contractor's bill. The work delayed on this account shall be entirely on the part of contractor.

No machinery/material of contractor can be removed/ shifted from site without written permission of Engineer In charge. Before removal/shifting of any material contractor has to seek permission in writing from EIC.

Contractor has to make all security arrangement at its own cost for the security of material/machinery/manpower. In case of any theft/damage for whatsoever may be the reason, the amount of supply shall be deducted from contractor's bill and shall be considered loss of contractor for which no compensation /payment shall be made/claim be entertained.

3. ADEFINITION OF ENGINEER-IN-CHARGE

Engineer in Charge is the. Executive Engineer PHE-II JAIPUR DEVELOPMENT AUTHORITY; under whose jurisdiction the Works are to be taken up who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor."

4. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- (a) **Workmen Compensation Act 1923:-** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) **Employees P.F and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 12%/8.33%. The benefits payable under the Act are:
 - (i) Pension to family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P. F accumulation on retirement/death etc.
- (d) **Maternity Benefit Act 1951:-** The Act provides for leave and some other benefits to workmen/employees in case of confinement or miscarriage etc.
- (e) **Contract Labour (Regulation & Abolition) Act 1970:-** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

- (f) **Minimum Wages Act 1948:** The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) **Payment of Wages Act 1936:-** It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) **Equal Remuneration Act 1979,-** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) **Industrial Disputes Act 1947:-** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) **Industrial Employment's (Standing Orders) Act 1946:-** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- (l) **Trade Unions Act 1926:-** The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) **Child Labour (Prohibition & Regulation) Act 1986:-** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.
- (n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:-**

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upon the establishment and back, etc

- (o) **Factories Act 1948:-** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

5. SAFETY CODE

- (i) The proposed works are within in city boundaries and crowded areas. It will be the responsibility of the contractor to not only follow the safety codes but also ensure the compliance of other instructions and needs according to the site to ensure that no worker or by stander is harmed. All the applicable safety codes of the Bureau of Indian Standards are to be applicable as per the specific requirements. Special attention is invited to the following codes in their latest versions:**

IS 3696	Safety Code for Scaffolds and Ladders
IS 7969	Safety Code for Handling and Storage of Building Material
IS 3764	Excavation Works – Code of Safety
IS 4081	Safety Code for Blasting and related Drilling Operations.
IS 11972	Safety precautions to be taken while entering a sewerage system

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 one competent Safety and Accident Prevention Officer, qualified to promote and maintain safe working practices. The SAPO shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labor in their implementation. The contractor shall furnish to the department the name and qualification of such officer before the start of the work.

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 RUIDP will not be responsible in any way.

The contractor shall not work before sunrise and after the sunset.

The contractor/firm/company is bound to get the workmen insured against accident from the Insurance Company at his own cost.

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.

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

Special attention should also be paid to appointing a Safety and Accident Prevention Officer on site by the Contractor. The contractor should also ensure proper Protective Clothing and Footwear for all staff, maintain First Aid Facilities at site and maintain full record of the Labour and Accidents.

(ii) Protective Clothing and Footwear

The Contractor shall, at his own expense, provide protective clothing and equipment to all staff and labour engaged on the Works to the satisfaction of

the Engineer, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor. Such clothing and equipment shall include, at a minimum, protective footwear for workmen undertaking concrete mixing work, protective footwear and gloves for any workmen performing bituminous paving works, protective footwear, clothing, cream, gauntlet-type gloves, hats, safety glasses or goggles and filter masks for workmen undertaking lime stabilization works, hard hats for workmen engaged on bridge construction, and otherwise as appropriate to the job in hand and to the Engineer's satisfaction.

6. A Payments Terms

(i) **For O&M of SPS under contract, payment shall be made, monthly to the agency.**

(ii) ***No price escalation will be paid***

(iii) **The terms for payment certificates shall be as under**

The payment for works shall be made as per the approved break up (mutually approved) as per provision of the contract.

Deductions from the Payment Certificates will be made towards Income Tax, Cess, GST, Turnover Tax, and Royalties, as per provisions of the statutory authorities, in force from time to time in the State of Rajasthan.

(iv) **Interim Payment Certificates for Operation and Maintenance.**

The Contractor shall submit a statement in one original with one copy to the Employer's Representative after the end of each month, in a form approved by the Employer's Representative, showing the amounts to which the Contractor considers himself to be entitled together with supporting documents. The Statement shall include the following items as applicable:

(a) The estimated contract value of the operation and maintenance services of the facilities up to the end of the month;

7. Public Awareness/Information Display.

The Contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ banners etc. at selection points of project site giving such information as considered necessary for public awareness/ information/ safety as directed by the Engineer.

8. Contractor's Responsibilities

The contractor is solely responsible for all O & M work completion in stipulated time.

9. Electric connections.

The collection of electrical bill from line department shall be done by the contractor himself. Any late fees/penalty for delaying of depositing the electrical bill that will be deduction from the running bill of O & M.

10.Services.

(i) Underground and overhead services are likely to be met with during O & M work. These are to be protected against damage by the Contractor at his own cost.

(ii) The contractor shall be required to carry out removal/shifting of existing utilities at his own cost. The contractor work program shall include this activity. The work shall be carried out under supervision of concerned department. The

supervision charges of the line agencies shall be paid by the contractor and shall be reimbursed on actual on submission of receipt.

11.Communications.

- (i) Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.
- (ii) Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, type-written or printed communication, including the agreed systems of electronic transmission stated in the Appendix to Bid.
- (iii) All certificates, notices or written orders to be given to the Contractor by the Employer or the Employer's Representative, and all notices to be given to the Employer or to the Employer's Representative by the Contractor, shall either be delivered by hand against written acknowledgement of receipt, or be sent by airmail or one of the agreed systems of electronic transmission. The addresses for the receipt of such communications shall be as stated in the Appendix to Tender.

12.Security of the Site.

- (i) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- (ii) Authorized persons shall be limited to the employees of the Contractor, employees of his subcontractors and persons authorized by the Employer or the Employer's Representative.

13.COMMENCEMENT, DELAYS AND SUSPENSION

(i) Commencement of Works.

The Contractor shall commence the execution of the Works as soon as is reasonably possible after the receipt of a notice to this effect from the Employer's Representative. Such notice shall be issued within the time stated in the Appendix to Tender after the Effective Date. The Contractor shall then proceed with the Works with due expedition and without delay, until completion.

"The Contractor shall commence the Operation and Maintenance services after taking over by the concerned line agency. The work will be handed over back to the Contractor for the purpose of Operation and Maintenance."

(ii) Time for Completion.

The whole of the 3 year Operation & Maintenance of SPS at Tulsi nagar shall be completed within the period specified in the Appendix to the Bid.

14.Site Order Book.

The Contractor shall maintain standard Site Order Books at the Site at all times during the O & M period for the use of the Employer's Representative and the Contractor. All instructions issued by the Employer's Representatives to the Contractor shall be recorded in duplicate in the Site Order Book and shall be signed by the issuer and countersigned by the Contractor. After compliance with the instruction the Contractor shall record the same in the Site Order Book duly signed and countersigned by the Employer's Representative. Acceptance of any part of the Works executed by the Contractor shall be subject to verification with respect to compliance of respective instructions of the Employer's Representative through the Site Order Book. The Employer's Representative shall retain the original copy of the site orders, while the Contractor shall retain the duplicate ones.

15.Epidemics.

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing and overcoming the same.

16.Alcoholic Liquors or Drugs.

The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations orders for the time being in force, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

17.Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer to the same as aforesaid.

Section-IV

Requirements of Works

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

GENERAL

STANDARD Specifications

The "Standard Specifications (Civil Works)" issued by the JDA, set out the specifications that shall be followed for construction of general civil works under the JDA. Specifications for additional specialized items of civil works, and/or for mechanical and electrical works, shall be as set out in Part B, Particular Specifications, of this Section.

In the event of any discrepancy between the provisions of the Standard Specifications and the Particular Specifications, then the provisions of the Particular Specifications will prevail.

Project area:

The Sewage pumping mains and sewage pumping stations are located in the JDA limits of the Jaipur Town and is the project area under contract.

The climate in the area is marked by the extreme conditions.

Maximum Day temperature in Summer goes up to 47°C, Maximum Day temperatures in winter goes up to 27°C. Temperature in winter nights reaches to 0°C. Average annual rainfall in the project area is 600 mm. Climate in the region is hot and arid.

General description of work:

SPS (Tulsi Nagar) is located near End of Tulsi Nagar towards Amanishah Nallah. Capacity of SPS will be 0.5 MLD (Average Flow) and 1.50 MLD (Peak Flow). SPS is connected to 600 mm diameter existing sewer line available at RPA Road by 150 mm diameter and approximately 1000.00 mtr. long DI boosting pipe line.

Notes:-

Lengths of Pumping /Gravity main given are indicative for the guidance of the contractor. Contractor shall visit site to ascertain lengths of delivery line. Fittings required etc. includes all accessories, valves, required fitting .

The work consists of the following components:

- 1) Operation and Maintenance of the Sewage Pumping Station for three years after taking over of SPS.
- 2) For Sewage Pumping station (SPS) the contract limit starts from the Inlet chamber of the SPS (Coarse Screen Channel) to terminal end of rising main at existing sewer line at RPA road.
- 3) The O&M work also includes the O&M of Tulsi Nagar – Pratap Nagar Existing Sewer System completely as following details:-
 - i. 200 mm Dia sewer line-2100.00 meter
 - ii. 250 mm Dia sewer line-200.00 meter
 - iii. Manholes-140.00 Nos.

Scope of work:

The work as described under this tender document shall include following works but not limited to this. The contractor is responsible for carrying out the complete work

to accrue its benefit i.e. to pump all the incoming flow into proposed sump to 600 mm dia existing sewer available at RPA Road.

After the receipt of the letter to commence, the Contractor has to start with the preliminary works which generally include following,

Setting up of office at site including obtaining necessary approval for the same, mobilization of manpower.

Finalize the action plans in consultation with line agency, Officials engaged by JDA Preparation placing of orders within specified time schedule.

Preparation and approval of general arrangement and equipment layout drawing as specified in time schedule.

SPECIFICATIONS

Process and Equipment:-

For SPS motor submersible type non clog sewage pumps have already been installed are to be used. System provided at SPS with Panel, Valve piping etc. are also have been installed.

SPS at Tulsi Nagar:-

SPS (Tulsi Nagar) is located near End of Tulsi Nagar towards Amanishah Nallah. Capacity of SPS is 0.5 MLD (Average Flow) and 1.50 MLD (Peak Flow). SPS is connected to 600 mm dia existing sewer for area available at RPA Road by 150 mm diameter and approximately 150.00 mm diameter 1000.00 mtr. long DI boosting pipe line.

Units of Sewerage Pumping Stations

Inlet Channel:

Flow from Raw sewer will terminate into inlet Channel, which opens in to Coarse Bar screen channel (Manual Bar screen of SS 304).

Bar Screen Channel .

Bar Screen channel is attached to SPS. These channel is fitted with coarse bar screen for removal of big objects, floating objects, etc

The bar screens is coarse type. These are provided with S.S. 304 Bar Screens, with 20 mm openings and S.S. 304 flats size is 10 mm x 50 mm. The channel is in R.C.C. The purpose of this channel is to remove (large size particles and debris which otherwise will enter the wet well and clog the pumps). The limiting velocity through the openings is 0.8 to 1.2m/sec. at peak flow and min. horizontal velocity at minimum flow is not be less than 0.3 m / sec. One screen shall be provided with mechanically cleaned bar screen. Other Screen is provided with manually cleaned bar screen. These screens is designed and constructed in a suitable size based on the ultimate peak flow.

Screen Channel is discharging in to wet well of the SPS

Wet well (Sump Well):

The wet well is designed for 30min detention time for ultimate average flow minimum and it is in constructed in R.C.C. (Min M 25) Recommended Volume of Sump is 30 minutes storage capacity. A channel is provided in the sump to facilitate at least two no pumps of average flow in such a way that pump always remain submerged and suction flow to pump is not obstructed. Space is shall be provided for installation of one additional pump in future. The bottom floor is slope towards pump channel side. Pump channel is of adequate height and width to house pumps which is always in submerged condition. The norms for arrangements

spacing etc. of pumps is as per CPHEEO manual guide lines and min. submergence as per pump manufacturer's requirements

Pump Room

Pump Room is built as shown in conceptual drawing. Size of pump room is such as to facilitate all ancillaries requirement and can be fit on top of the sump as per availability of land with stair facility. There is a chain pulley of 0.5 ton capacity with chain and pulley block. Towards the side of pumps, the floor is have open space, adequate to handle pump removal, installation etc. The whole pump house, i.e. wet well as well as dry well is well ventilated. At the pump house, M.C.C Room, operators space is provided.

Discharge pipes & common Pumping mains

Discharge pipes from each of two pumps (1 W+ 1 Stand by) is well connected to a common discharge header with necessary fittings. The individual discharge lines fittings and common header is in MS (with painted) material. Valves is in CI.

Common header of SPS is connected to pumping main of 150 mm diameter DI K-7.

Submersible Sewage Pumps:

Pumps is non clog type with cutter impeller and is suitable for sewage application. Pump Impeller is in SS 316 Construction. Pump Body is in CI.

Guide rail for connecting pumps to fixed delivery line, chain for pulling pumps etc all accessories whatsoever required for smooth operation and easy maintenance of pumps are provided.

Delivery pipes of the pumps are fitted with pressure gauges valves of suitable sizes. Individual delivery lines are connected two a header that is leading to rising line.

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

O & M (Sewer Line and SPS)

SCOPE OF WORK

DEFINITIONS

Adverse Operating Period

The period, during which waste water and/is not provided by the department at the pump stations.

Billing Period

Billing Period means each calendar month, except:

- (1) For the first Billing Period shall begin on the Date commencement of contract as defined in clause 0 below and shall continue till the last day of the respective month;
- (2) The last Billing Period shall start on the first date of the month of expiry of contract and end on the date of expiry of contract as defined in clause 0 below.

Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

Commencement of O&M Period

From the date of starting as tender documents conditions.

Operation and Maintenance Contract Period

Three years from the commencement of O & M period as per clause above.

Date of Issue of Taking Over Certificate

After the completion of Period, for contract as per clause above provided that the contractor has fulfilled the provision of tender document.

Good Engineering Practice

In respect of the Contractor, its subcontractors, and all other such third party agents of the Contractor, practices, methods, techniques and standards, as changed from time to time, that are generally accepted for use internationally for water treatment facility, pump house along with its electrical &-mechanical equipment(s), all type of pipe line and pipe appurtenances, all type of meters and control equipment(s), power sub-stations, and all other facility during construction, development, operations and maintenance, taking into account conditions in India.

Non-conformance Event

Any occasion on which the Contractor does not supply the notified average flow per day to the respective pumping stations/STP.

Operation and Maintenance Completion Certificate

As defined in Clause of Tender Document of this Project.

Operations and Maintenance Services

All Services which are the responsibility of the Contractor and are required to fulfill the obligation of bid document and/or in the approved operation and maintenance manual and as defined in any other clauses of this contract.

Expiry of Contract Period

As per Clause (or) as extended, as per the provisions TD.

Extension & Expiry of Contract

Extension of Operation and Maintenance Period

The Operations & Maintenance Period can be extended for another period of 3 years based on such terms as acceptable to both Parties ("The Contractor" and the "JDA")

In such an event, either Party ("The Contractor" or the "Department") shall notify its intention to extend the Operations & Maintenance Period at least six months before its expiry and commence discussions with the other Party to arrive at a mutually agreed basis of terms and conditions for the extended period.

Expiry of the Operation and Maintenance Period & Taking Over By the Department

Six months prior to the expiry period, the Department will notify the contractor, the maintenance required for the facilities including all structures and road, plants, materials and equipment(s) therein, so that the facilities may be taken over in an acceptable physical conditions (physical conditions in reference to the initial physical condition at the start of O&M period, after accounting reasonable wear and tear during operation) and in operation conditions.

Notwithstanding to the notification done by department as per clause, the contractor shall repair, maintain and operate the facilities as per the terms and conditions of this contract, till 12.00 Noon up to the date of expiry of contract period.

The contractor, shall be liable for all defects, faults, blockages in sewer/chambers etc occurred or noticed prior to the 12.00 Noon, up to the date of expiry of contract, even if the facilities are taken over by the department subsequently, due to expiry of contract period, as per clause. However, the JDA has to notify all such defects/liabilities of contractor within 30 days of taking over of facilities.

Till the date of expiry of contract period, the contractor shall do all routine and periodic/break-down maintenance as prescribed in the O&M manual, in force, at the time of expiry of contract.

On expiry of contract, the contractor shall hand over all spares, tools and for which he has been paid.

After, expiry of the contract, the contractor shall provide two copies of the updated O&M manual. The components of communication system used during O&M period in operating condition, the T&P required for maintenance of facilities.

If the contractor does not comply with any of the provisions from through 2.2.6 above, or any other requirement in pursuance of Good Industrial Practices, the Engineer -In-charge shall estimate the cost of liabilities due to violation of any of the provisions of this contract. Such estimates made by Engineer-In-Charge shall be final and binding for the contractor. However, in a reasonable endeavor, such estimates shall be communicated to the contractor, within 30 days of expiry of the contract. The contractor shall be given an opportunity to rectify the damages through his staff/agents, or for supply of required material provided such rectification of defects on maintenance do not require any shut down of the system, within 60 days of such notification of estimates by department.

Within 120 days of expiry of the contract period as per clause 1.4, the Department shall prepare the final estimates for recovery from the contractor and shall prepare the final bill for the work.

If the recoveries to be done by Department are more than the final bill to be paid, the contractor shall deposit the required amount to be recovered from contractor or this amount shall be recovered from the securities/guarantees etc. with the department as deemed suitable.

After the date of expiry of contract and recoveries of all dues payable by the contractor, the Engineer-In-Charge shall issue a "Certificate of Taking over."

PAYMENTS**Basic Service Charge (BS)**

The Basic Service Charges shall comprise all expenses for operation and maintaining the Facilities, as provided in the scope of work for O&M in TD of "Scope of Work and Technical Specifications" of bid document. In addition to the cost of material/equipment spares, repair/replacement of equipment and labour, all other expenses such as expenses for patrolling, administration and management, permanent & temporary staff, running office, maintenance of all structures, updating of operation and maintenance manual, etc. and all other incidental and indirect expenses for the works detailed in "Scope of Work for O&M" in TD or for works otherwise required as per good engineering practices for Operation and Maintenance of the entire system, excluding cost of electricity are included in this Basic Service Charges.

Reduction OF RATES (RR) for blockage in Sewer line

In case of SPS or any unit of SPS is non functional for 72 hrs then Rs. 200.0 per happening will be deducted from O&M bill. If non function period is more than 72 hrs (not beyond the preview of contractor) and up to 96hrsRs. 500.0 per happening will be deducted from O&M bill.

Taxes and Duties

The Contractor shall be responsible for paying all Taxes/GST/Duties/Cess including service tax, cess or any other levies imposed by the Government and assessed as due and payable by the Contractor associated with the carrying out of the services. Notwithstanding the provisions of any Clause of this Conditions of Contract for Operation and Maintenance, the Department shall be entitled to withhold or deduct from payment to the Contractor any amount demanded by the competent authority.

All statutory deductions shall be made from all the payments done to the contractor.

JDA's rights

Inspection

The Department may periodically check the operation of the Facility or designate an organization of its choice at the cost of Department to carry out inspections of the Facility to satisfy itself that the Contractor is performing its obligations with due diligence.

The Contractor at its own cost shall provide any assistance required for such inspection of the Facility.

The Department representative can inspect the facility at any moment during the O&M period.

TERMINATION**Contractor's default**

The JDA shall be entitled to terminate this Contract for the following reasons attributable to the Contractor, unless arising as a result of a Force Majeure Event, or any cause related to the obligations of the Department in clause 4.5.

- a) Repudiation of this Contract by the Contractor or the evidencing of an intention by the Contractor not to be bound by the terms of this Contract.
- b) Appointment of a provisional liquidator in providing for winding up of the Contractor unless such appointment has been set-aside within 45 days.
- c) The Contractor is ordered to be wound up by a court or files a petition for voluntary winding up except for the purpose of amalgamation or reconstruction provided that such amalgamation or reconstruction does not adversely affect the ability of the amalgamated or reconstructed entity to perform its obligations under this Contract, the successor has assumed in writing unconditional responsibility for the performance of the Contractor's obligations and the technical, financial and operating capability of the successor is satisfactory to the Department.

- d) The Contractor abandons the operation of the Facility.
- e) Under conditions expressly mentioned in any Clause of this Conditions of Contract for Operation and Maintenance.

Consequences of Termination by Department

If the Department, with reasonable grounds, terminates the contract under clause 6.1 above, the Secured Advances, and any other sums of the contractor with the Department, shall be forfeited and action shall be taken against him as per clause 3 of General Conditions of Contract, if deemed appropriate.

INDEMNIFICATION

The Contractor to indemnify the Department against the following:

- (a) The Contractor shall at its own expense make good any physical loss or damage to the Facility occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the willful misconduct or failure to follow Good Engineering Practices of the Contractor, any sub-contractor or their respective agents or employees.
- (b) The Contractor shall indemnify, defend and hold harmless the Department and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:
 - (i). Any breach by the Contractor of its obligations hereunder;
 - (ii). Any negligent act or omission on the part of the Contractor, its subcontractors or their respective agents or employees; and
 - (iii). Any willful misconduct or breach of statutory duty on the part of the Contractor, its subcontractors or their respective agents and employees.
 - (iv). Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.
- (c) The Contractor shall indemnify, defend and hold harmless the Department and its, officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith in respect of the death or injury to any person employed by the Contractor or its subcontractors in connection with the performance of the Contractor's obligations.

The Contractor shall indemnify the Department against all losses and claims in respect of:

- (a) Death of or injury to any person, or,
- (b) Loss of or damage to any property (other than the Works).

which may arise out of / in consequence of the Operation and Maintenance of the Facility and the remedying of any defects therein, and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions below

- (i). The permanent use or occupation of land by the Facility, or any part thereof.
- (ii). The right of the Department to execute the Facility, or any part thereof, on, over, under, in or through any land.
- (iii). Damage to property that is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the contract.

INTELLECTUAL PROPERTY

All Intellectual Property conceived, originated, devised, developed or created by the

Contractor specifically for the Facility or the carrying out of the obligations under this Contract shall vest in the Department as sole beneficial owner and shall be disclosed to the Department upon its [the Intellectual Properties] coming into existence.

Source code for computer programmers and associated documentation, storage media shall be made available to the Department by the Contractor free of cost

Any Intellectual Property of the Department that is required in connection with the performance of the obligations of the Contractor shall be made available to the Contractor free of charge for the purposes of this Contract alone

The Contractor shall, at its own cost and expense, ensure availability at all times during the Term of this Conditions of Contract for Operation and Maintenance, of any proprietary spares/consumables/equipment that it may have sourced for purposes of ensuring proper functioning of the Facility as per this Conditions of Contract for Operation and Maintenance.

The Contractor shall, as far as practicable, use its best efforts

- (a) To procure that Intellectual Property owned or developed by third parties and utilized by the Contractor in connection with the performance of its obligations under this Contract for the production of treated water from the Facility and otherwise for the Facility but for no other purpose on reasonable terms
- (b) To ensure that no Intellectual Property of a third party is otherwise used in the performance of the Contractor's obligations under this Contract without the approval from the Department.

On Termination of this Conditions of Contract for Operation and Maintenance, the Contractor shall transfer all such Intellectual Property whatsoever to the Department and/or to the Successor Operator at the discretion of the Department

Section-VI

Annexures

Annexure A :**Compliance with the code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit 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.

Annexure B :

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice inviting Bids No.Dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

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

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C:**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 Executive Committee (E.C.), JDA, Jaipur.

(1) Filing an appeal

- a. 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:
- b. 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:
- c. 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

- (f) 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.
- (g) 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.
- (h) 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

Annexure D :**Additional Conditions of Contract****1. Correction of arithmetical errors**

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (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-II)

JDA, Jaipur

Annexure E:

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/Ex.En. (TA to Dir. Engg.-I)/2016/D-29

Dated: 11/3/2016

Office Order

Subject: - DLP period for various type of works.

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

Table-I

S.No.	Type of Work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road, PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 years
5.	Drains	6 months	3 years
6.	Roads		
	(i) Two layer WBM/CSB	3 years	6 Months or one full rainy season which ever is later
	(ii) For Renewal/ Strengthening		
	(a) BT upto 30 mm thickness	3 years	1 year
	(b) BT above 30 mm to upto 40 mm	3 years	2 years
	(c) BT above 40 mm to upto 90 mm	3 years	3 years
	(d) ET Above 90 mm	3 years	5 years
	(iii) New Roads		
	(a) BT upto 90 mm	3 years	3 years
	(b) BT more than 90 mm	3 years	5 years
7.	Compound wall	6 months	3 years
8.	Buildings work		
	(i) Work pertaining to Sanitary works electrical works, joinery works and painting works.	6 months	2 years
	(ii) Work pertaining to Building structure and other civil works.	6 months	5 years
9.	Electric work except maintenance	6 months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	6 months	3 years <i>ly.</i>

The release of SD amount shall be as per following table:-

Table-II

S. No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1.	Upto 1 year	100%	40%	20% ✓	10%
2.	Upto 2 year		60%	20% ✓	10%
3.	Upto 3 year			60% ✓	10%
4.	Upto 4 year				20%
5.	Upto 5 year				50%

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex- CC-5 years, BT- 1/2/3/5 years, Drain-3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but after finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This protest shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 Point no. 3.
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted:
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

Table-III

% Recovery on Withdrawal of DLP, of work order DLP period	1 year	2 year	3 year	4 year	5 year
1 year	1.12	-	-	-	-
2 year	2.55	1.43	-	-	-
3 year	4.38	3.26	1.83	-	-
5 year	9	7.88	6.45	4.62	2.47

Note:- Calculation is to be done on quarterly basis.

(b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table III is also to be deducted in addition to this amount.

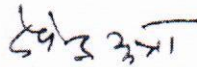
(ix) Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called


Director (Engineering-II)
JDA, Jaipur

Copy to following for information and necessary action:-

1. PS to IDC, JDA, Jaipur.
2. PS to Secretary, JDA, Jaipur.
3. Director Engineer I/II, JDA, Jaipur.
4. Director (Fin.), JDA, Jaipur.
5. C.F., JDA, Jaipur.
6. All Add. Chief Engineers, JDA, Jaipur.
7. All Superintendent Engineers, JDA, Jaipur.
8. OSD (RM), JDA, Jaipur.
9. Additional Director (REV.&DF.)
10. CAO (P&A) JDA, Jaipur.
11. Sr. Horticulturist, JDA, Jaipur.
12. All Executive Engineer, JDA, Jaipur.
13. DD (E&B) JDA, Jaipur.
14. All AOs, JDA, Jaipur.
15. All AAOs, JDA, Jaipur.
16. System Analyst
17. All Contractors' Association, JDA, Jaipur.
18. Guard file


S.E. & TA to Dir. (Engg-I)
JDA, Jaipur

Jaipur Development Authority, Jaipur**Office Order**

No. : JDA/IT(1074501)/E-Services/2015-16/D-399

Dated: 4-10-2016

Subject: Payment mechanism for participating in tender.

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below:

A. Payment Options:**Option-1: Bank Guarantee (BG) against EMD / Bid Security**

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from **any Bank any Branch** using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation.

B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.

- In case complete payment is done through Payment Gateway, on successful transaction the "**Bid Participation Receipt**" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "**Bid Participation Receipt**" will be available on Login of Bidder on JDA portal.

This payment mechanism will come into force w.e.f 15/10/2016. Thereafter, old payment mechanism related to NEFT/ RTGS in which the bidder makes direct payment without "**Paying Slip for EFT (NEFT/RTGS)**" in JDA's bank account will be discontinued.

All procuring entities are hereby directed to clearly mention this procedure in NIB document.


(Pawan Arora)
Secretary

Copy for information and further necessary action to:

1. P.S. to JDC, JDA, Jaipur.
2. P.S. to Secretary, Secretary, JDA, Jaipur.
3. Director (Law / Finance / Town Planning / Engineering-I / Engineering-II), JDA, Jaipur.
4. All Additional Chief Engineer _____, JDA, Jaipur
5. DC (Administration)/DC(Store)/DC (Vehicle), JDA, Jaipur
6. System Analyst, JDA, Jaipur
7. Analyst-cum-Programmer, JDA to ensure integration of software w.e.f 01/10/2016.
8. All Xen _____, JDA, Jaipur.
9. Officer-in-charge, SPPP Portal, Jaipur.
10. OSD (Public Relation) / PRO, JDA, Jaipur.


(Brijesh Kishore Sharma)
OSD (RM)

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक :- F-(JDA/Sr.Ao.works-II/2017/D-172

दिनांक :- 12.7.17

आदेश

1 जुलाई 2017 से भारत सरकार के नोटिफिकेशन द्वारा GST लागू होने के कारण व्यक्तियों/फर्म/कम्पनी/संस्था/टेकेदार के निर्माण/सिविल आपूर्ति/सेवाओं इत्यादि के कार्यों के प्राधिकरण द्वारा दित भुगतान किये जाने के लिये प्राधिकरण कर सलाहकार चार्टर्ड एकाउन्टेन्ट से प्राप्त हुई राय के क्रम में निम्नांकित प्रमाण पत्र/शपथ पत्र/Invoice विलों के साथ प्रस्तुत किया जाना सुनिश्चित करावे :-

1. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के अन्तर्गत रजिस्ट्रेशन प्रमाण पत्र की स्वप्रमाणित फोटो प्रति।
2. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के रजिस्ट्रेशन नहीं होने के स्थिति में स्वप्रमाणित शपथ पत्र।
3. अप्रयोज्य व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार के विलों के भुगतान की स्थिति में मासिक वैयक्त Invoice भुगतान-अधिकारी द्वारा मासिक आधार पर उसी माह के अंत में तैयार करवाया जाना सुनिश्चित किया जावेगा।
4. आपूर्ति एवं सेवा के विरुद्ध भुगतान विलों में Vat Service Tax चार्ज होने (Vat Service Tax होने) पर (दिनांक 30.06.17 तक आपूर्ति एवं Invoice जारी करने पर) Taxable Invoice नहीं बनाया जावेगा एवं इसका भुगतान पूर्वानुसार (01.07.2017 से पूर्व निहित प्रक्रिया अनुसार) किया जाना सुनिश्चित करावे।

स्पष्टीकरण :- दिनांक 30.06.17 तक सामान की आपूर्ति के विलों में Vat Invoice होने पर या अन्यथा होने पर इसका भुगतान पूर्वानुसार 01.07.2017 से पूर्व निहित प्रक्रिया अनुसार किया जावेगा।

संलग्न :- GST रेट तथा HSN/SAC CODE की फोटो प्रति

(बृजेश किशोर शर्मा)
निदेशक(वित्त)

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

1. वरिष्ठ निजी सचिव, प्राधिकरण, जयपुर।
2. वरिष्ठ निजी सचिव, माबद, जयपुर।
3. निदेशक (वित्त/विविध/अभिधात्रीकी-प्रथम व द्वितीय/आयोजना/परिचालना, जयपुर।
4. अतिरिक्त आयुक्त(प्रशासन/पूर्व/पश्चिम/एल.पी.सी./भूमि), जयपुर।
5. संयुक्त आयुक्त(सिस्टम मैनेजमेंट/संसाधन एवं समन्वय), जयपुर।
6. विशेषाधिकारी(संसाधन विकास), जयपुर।
7. अतिरिक्त निदेशक(राजस्व एवं सम्पति निस्तारण), जयपुर।
8. समस्त जोन उपायुक्तगण, जयपुर।
9. मुख्य लेखाधिकारी(पी. एस्ड ए.), जयपुर।
10. उपायुक्त(व्यय एवं बजट), जयपुर।
11. वरिष्ठ लेखाधिकारी(निर्माण-प्रथम/द्वितीय/आर.सी.आर./पेशन/नीनायमी), जयपुर।
12. सिस्टम एनालिस्ट, जयपुर को प्रेषित कर लेख है कि सिस्टम में GST नम्बर सम्मिलित करने एवं Tax Invoice बनाने की प्रक्रिया तैयार करावे।
13. उप रजिस्ट्रार(सहायिता), जयपुर।
14. अधिशासी अभियन्ता जोन, जयपुर।
15. वरिष्ठ उद्यानविज्ञ, जयपुर।
16. लेखाधिकारी (भुगतान/योजना/निर्माण)/सहायक लेखाधिकारी, जयपुर।
17. प्रभारी अधिकारी, नागरिक सेवाकेन्द्र, जयपुर।
18. सलाहकार(जनसम्पर्क), जयपुर।
19. रोकड़ियों(निर्माण/सिविल/भूमि आवण्ट), जयपुर।
20. संक्षिप्त धवावली

अति.निदेशक(रा.एवं स.नि.)

Annexure-H

Name of work:- Operation and Maintenance of the Sewerage Pumping Station and Facilities including DI K-7 Boosting pipe line and sewerage network at Tulsi Nagar Near Kanwatiya Circle, Shastri Nagar, Jaipur

SPECIAL CONDITIONS OF THE CONTRACT

1. The JDA shall be free to carry out the work from any participating agency on the rate of lowest bidder during the concurrency of rate contract.
2. The contractor shall make his own arrangement regarding water required for the execution and testing of the work and shall also arrange for the supply of drinking water to his own employees. He shall defray all charges in this connection and should include in his rates a sufficient amount to cover such charges. All such facilities as are required now to be provided for the labour, made under labour welfare rules in force, shall also be provided by the contractor at his own cost.
3. 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 born by the contractor only and JDA will not be responsible in any way.
4. 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 born by the contractor only.
5. 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.
6. The surplus earth and damaged materials will be immediately removed from the site of work and dumped as per instruction of Engineer-in-charge
7. 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, failing which, such material shall be removed by the Engineer-in-charge at risk and the contractor after expiry of 3 days period.
8. The contractor/firm/company is bound to get the workmen insured against accident from the Insurance Company at his own cost.
9. Contractor shall be the sole custodian of the men and material at work and will be fully responsible for any loss of life or other wise occurred during the execution of the works.
10. The contractor shall be solely responsible for all kind of liaison before starting the work with PHED/Other JDA zone/JVVNL & BSNL etc. which is required to avoid any damage of already laid pipe lines, Electric, BSNL cables. The contractor shall also liaison for the inter connection work with existing PHED system.
11. The follow up / liaison for release of monthly Electric Power Bill from JVVNL Jaipur shall be in the scope of contractor.
12. If there is any typographical error or otherwise in the 'G' Schedule. The nomenclature and the rates as given in the relevant and JDA approved items/rates on which schedule 'G' is based, shall prevail.
13. The contractor shall have to do both preventive and breakdown maintenance of scheme as mentioned in scope of work. The pipe lines shall have to be under constant surveillance round the clock and throughout the year (s). All valves and appurtenances shall have to be checked for its proper operation and leakages/burst shall have to be attended immediately. Each major breakdown shall have to be got repaired within 8 hours. Any delay in repairing is highly objectionable. The contractor shall possess all tools and plant required for maintenance work such as crane, Jeep for conveyance, diesel sets. Welding sets, dewatering pumps. Pulley blocks etc. ready for use at any

- time. All material for repair and maintenance of pumping machinery, pipeline, and electrical equipment shall be arranged by the contractor at his own cost.
14. Adequate safety precautions against accident during carrying out work of maintenance or due to any other reason whatsoever shall be strictly observed by the contractor at his own cost. A fully equipped necessary medical first-aid kit should be available at site at all times. In absence of observance of denudate safety precautions, the contractor shall be responsible any unforeseen losses of the equipment or persons dealing it.
 15. All material for repair and maintenance of pumping machinery, pipeline, and electrical equipment shall be arranged by the contractor at his own cost. Power charges shall be borne by the JDA. However it shall be responsibility of the contractor to collect the bills from JVVNL 7 days before due date of payment by cheque and handing over to Engineer In Charge, also collecting the cheque from JDA and deposit in JVVNL within due date. **Any late payment, penalty will be on part of contractor.**
 16. In case of any break down of pump machinery or starters, the contractor shall immediately inform the **Junior Engineer / Assistant Engineer** concerned. In no case the information shall take more than 6 hours to reach the Engineer in Charge staff of JDA. However, simultaneously he shall make arrangements to install the stand by units to restore the supply. The contractor shall always keep the stand by units of all important items/installations viz. Pump motor, starter ICTP Switch etc. The contractor shall keep stores of all essential items at site.
 17. In case of power breakdown, the contractor shall lodge complaint in the concerned JVVNL Office/Station and get the problem solved. In case of major power problem, the contractor shall immediately inform the **Junior Engineer / Assistant Engineer** concerned for seeking help within 6 hours in any case. However, it would be responsibility of the contractor to get it rectified. In case it is unavoidable to restore supply, the contracting agency would arrange to get it properly announce to the public taking advance action for water storage/alternative arrangement.
 18. In the event of strike by the operation and maintenance staff employed by the contractor, the department shall be empowered to operate and maintain the water supply scheme at the sole risk and cost of the contractor.
 19. In case of unsatisfactory performance by the contractor in operation and maintenance, liquidated damage @ 0.25% of contract value per week of unsatisfactory performance, subject to maximum of 10% of contract value shall be levied as compensation. Regarding such compensation the decision of department shall be final and binding upon the contractor. The reduction in rates from subsequent bills shall be done on account of poor upkeep of scheme by the contractor as under :
 - a. A token penalty of Rs. 500/- per day would be levied on account of each day of poor up keep of the pump house or the campus plantation, lawn etc. Decision of Engineer In-charge shall be final in this regard.
 - b. Penalty of Rs. 1000/- per day would be levied on a/c of non operational of tube well due to fault in facilities after allowing 24 hours for rectification.
 - c. Penalty of Rs. 500/- per day per leakage in pipe line would be levied if the leakage is not rectified within 12 hours.
 - d. In case of hand pump if it is not repaired within 8 hours token penalty of Rs. 500.00 shall be levied after the period of 24 hours from the time of receipt of complaint.
 20. Complaint register shall be maintained by the contractor. Arrangements shall be made by the contractor to attend the complaints satisfactory within 8 hours of receipt of complaints.
 21. Log book shall be maintained hourly in prescribed format in respect of running of pump set in pump house, CWR and SR water level. Electric meter reading shall be recorded daily.
 22. Contractor shall make arrangements for sweeping and cleaning of the head works/ pump house/switch rooms, watering of plants and lawn/cutting of grass etc. including sprinkling supplying manures etc.
 23. Transportation of material from stores if available shall be arranged by the contractor.
 24. The cost of assets like pump sets, panel board, valves, pipe line, joints etc. if damaged, replaced, lost or not used properly shall be recovered from the contractor.

25. The rates quoted by the tenderer shall be firm for the contract period. No price escalation shall be admissible during contract period.

26. Personnel :

The contractor shall depute at least minimum specified staff round the clock to carry out the O & M Work efficiently and satisfactorily. (Contractor may choose to provide more staff if need be as per his assessment).

All Contractor's personnel employed at the plant at any time during the period covered by the present Contract will be provided by him. JDA is not liable for personnel in any way and cannot be held responsible in the event of litigation of any sort between the Contractor and members of plant personnel or their representatives. Round the clock (24 hours) watch and ward shall be the responsibility of contractor throughout the period.

The Contractor shall undertake to comply with applicable legislation and the code of labour law on matters of health, hygiene and safety, and shall assume responsibility for works required in the event of any change in applicable regulations.

The contractor shall have to maintain one centralize office with minimum staff of 2 personal around the clock and equipped with telephone.

27. Execution of the work against the risk and cost of contractor ; The Department shall reserve the right to get the work done on the risk and cost of contractor without resigning the contract after a notice given to the contractor and if he fails to commence the work within 24 hours. In such case, compensation for delay in rectification of leakages/ burst shall also be levied as per document.

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

I/we confirm above


Executive Engineer (PHE-II)
JDA, Jaipur

Signature of contractor

SECTION-VII

BIL OF QUANTITIES / PRICE SCHEDULES-G

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- Operation and Maintenance of the Sewerage Pumping Station and Facilities including DI K-7 Boosting pipe line and sewerage network at Tulsi Nagar Near Kanwatiya Circle, Shastri Nagar, Jaipur

G-Schedule

S No.	Particulars	Unit	Qty	Rates	Amount
1	Operation and Maintenance of the SPS and Facilities as per scope of work (excluding Power charges which shall be deposited by JDA).	Per Year	03	300000.00	900000.00
		Total Rs.			900000.00


Executive Engineer (PHE-II)
JDA, Jaipur

I/We Quote as % Above/ Below the Schedule "G"

(In Words.....)

'Signature of Contractor
With full Address & Mobile No.