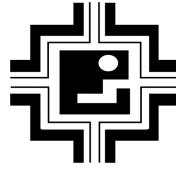


JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

**Name of work : Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur
for 3 years under jurisdiction of PHE-I, JDA, Jaipur**

Cost: Rs. 54.72 Lacs

NIT No. 05/2020-21

Volume-I

Envelope 'A' (Technical Bid)

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

जयपुर विकास प्राधिकरण, जयपुर

राम किशोर व्यास भवन, कमरा नं. 302, तृतीय-तल, नागरिक सेवा केन्द्र भवन,
इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक जविप्रा/अधि.अभि. (पीएचई- I)/2020-21/D-332

दिनांक : 17.09.2020

निविदा सूचना

निविदा सूचना सं० अधि. अभि. (पीएचई- I)/05/2020-21

जयपुर विकास प्राधिकरण द्वारा **“Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for 3 years under jurisdiction of PHE-I, JDA, Jaipur”** जिसकी अनुमानित लागत रु 54.72 लाख के लिए ऑनलाईन बिड्स दिनांक 06.10.2020 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथी 06.10.2020 को सायं 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

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, अमानत 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-प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

(एम.एल. जॉगिड)
अधिशायी अभियंता (पीएचई- I)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. 302, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 E.mail: zephe1jda@yahoo.in

No: - JDA/EE/PHE-I/2020-21/D-332

Dated: 17.09.2020

NOTICE INVITING BID

NIB No. : JDA/EE (PHE-I)/05/2020-21

Online Bids are invited up-to 6.00 PM of 06.10.2020 for "Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for 3 years under Jurisdiction of PHE-I, JDA, Jaipur" Estimated cost of 54.72 Lacs. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 06.10.2020. 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.

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.

(M.L. Jangid)

Executive Engineer (PHE-I)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. 302, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: zephe1jda@yahoo.in

Bid No: - JDA/EE/PHE-I/2020-21/D-332

Dated: 17.09.2020

NOTICE INVITING BID

NIB No. : JDA/EE(PHE-I)/05/2020-21

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (PHE-I), Jaipur Development Authority Address: Room No. 302, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: zephe1jda@yahoo.in
Subject Matter of Procurement	➤ Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for 3 years under jurisdiction of PHE-I, JDA, Jaipur ➤ Job No. : 023/2020-21
Bid Procedure	➤ Potential Assessment Method Tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ Potential Assessment Method L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.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. 500/- (Rupees five hundred only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 54,72,000.00/- (Rupees Fifty Four Lakh Seventy Two Thousand Only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 1,09,440/-) for A & AA class contractor registered in other department and 0.5% (27,360.00/-) for C & Above contractor registered in JDA.
Date/Time/Place of Pre-Bid	➤ NA
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 21.09.2020 at 9.30 AM ➤ End Date: 06.10.2020 at 06.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No MB-SF-225A (Room No. of DD (E&B) of Main Building, Jaipur Development Authority by 07.10.2020 10.00AM to 09.10.2020 upto 5.00 PM
Bid Submission on e-Procurement Portal of GOR	➤ Start Date: 21.09.2020 at 9.30 AM ➤ End Date: 06.10.2020 at 06.00 PM
Date/Time/Place of Technical Bid Opening	➤ 12.10.2020 at 03.00 PM
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically Qualified Bidders.
Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 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 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 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:

Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.

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.

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).

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.

Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.

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

The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

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.

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.

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 RTPP Act 2012 and Rules thereto, the later shall prevail.

(M.L. Jangid)
Executive Engineer (PHE-I)
JDA, Jaipur

Section A-1

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID

(POST QUALIFICATION)

Envelop A

SCHEDULE AND SPECIFICATIONS

Name of work :- Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for 3 years under jurisdiction of PHE-I, JDA, Jaipur

1. NIB No. :- E.E.(PHE-I)/05/2020-21
2. Approximate cost :- Rs. 54.72Lacs
3. Cost of the bid documents :- Rs 500.00 the bidders are required to submit bid security, cost of bid documents, bid processing fees through online payment only after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date of bid applying, online payment & bid submission and bid opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. Bid security deposit may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to Sixteen Months from the date of opening of the bid in prescribed format.
(In Favor of secretary, JDA, Jaipur)
4. Bid Processing Fees :- Rs. 1000.00 (In favour of M.D. RISL, Jaipur)
5. Bid Security (In favour of Secretary, JDA, Jaipur) :- @ 2 % Rs. . 1,09,440.00/- (For Contractors Enlisted in other Govt. Depts. -"A" & above and unregistered or enlisted in company act) and @ 0.5% Rs. 27,360.00/- (For Contractors registered in JDA in C,B,A and AA Class) through online payment after registering with JDA on www.jaipur.org/e-services/e-tender portal. There should be a gap 3 working days between End date of bid Applying, online payment & bid submission and bid opening date.
6. Start date of Applying, Online payment on JDA portal and bid submission on www.eproc.rajasthan.gov.in :- Start Date : 21.09.2020 from 9:30 AM Onwards
7. Online payment end date on JDA portal :- End date : 06.10.2020 upto 6:00 PM

- | | |
|--|---|
| 8. Bid submission end date on www.eproc.rajasthan.gov.in | :- End date : 06.10.2020 upto 6:00 PM |
| 9. Physical Bank guarantee submission start date | :- 07.10.2020 from 10:00 AM |
| 10. Physical Bank guarantee submission closing date | :- 09.10.2020 upto 5:00 PM |
| 11. Date & Time of opening Tender | :- 12.10.2020 at 3:00 PM Room No. CCC TF-309 III rd Floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan) |
| 12. Date of submission of Bid fees, RISL processing & EMD fee | :- 21.09.2020 to 06.10.2020 upto 6:00 PM through online payment after registering with JDA on www.jaipur.org/e-services/e-tender portal. There should be a gap 3 working days between End date of bid Applying, online payment & bid submission and bid opening date. |
| 13. Completion period of work | :- 36 Months |

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. **Rates quoted by the contractor as given 'H'-Schedule** The work shall be carried out in accordance with the Rajasthan PWD, JDA (PHE) & PHED detailed specification and to the entire satisfaction of the Engineer-In charge of the work.

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

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

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

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

SCHEDULE 'D' : TEST OF THE MATERIALS :

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

SCHEDULE 'E' : SAMPLES OF THE MATERIALS :

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

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within Ten days of issue of work order and complete within **36 months**.

SCHEDULE 'G' : ATTACHED SEPARATELY BASED ON JDA PHE AND PWD BSR JAIPUR.

SCHEDULE 'H' :: ATTACHED SEPARATELY.

SCHEDULE 'I' : SPECIAL TERMS & CONDITION FOR DRINKING WATER PIPE LINE WORKS/construction of TW works/construction of HP works : ATTACHED SEPARATELY.

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

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

SCHEDULE- J: COST OF BID DOCUMENTS,PROCESSING FEES & BID SECURITY DEPOSIT£.

Date of submission of Bid Cost, Bid Processing fees & EMD 21.09.2020 to 06.10.2020 upto 6:00 PM through online, Payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next eight months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.O.(E&BJ in room No. MB -SF 225A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents, annexure-2. Bank guarantee will be in specified Performa enclosed with this bid document.

SIGNATURE OF CONTRACTOR

EXECUTIVE ENGINEER (PHE-I)

Jaipur Development Authority,

Jaipur

with full address & Mobile No. :

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

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

**Name of work : Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for
3 years under jurisdiction of PHE-I, JDA, Jaipur.**

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

1. Procedure:

Procedure for Pre- Qualification would be as follow:

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

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

Cover-2 Financial offer (BOQ).

- (b) The technical bid will be opened online only of those bidders whose proper Earnest money, Tender fee, e-procurement fee, GST certificate are found to be in order.
- (c) The Technical Bid would be opened online on the date 12.10.2020 at 03.00. P.M.
- (d) The Financial Bid would be opened only of those bidders who fulfill all the Pre-Qualification criteria.

2. Criteria:

Criteria for PRE QUALIFICATION would be as follows:-

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

Note :-

- (i) Certificate issued in this regard by Govt. of India, State Govt., Union Territory, Govt. Undertakings, Autonomous Bodies, Public or Pvt. Ltd. firm shall only be considered.
- (j) The bid will be opened only of those bidders deposit proper bid security, processing fee, tender fee, GST registration, clearance certificate and copy of registration of contractor in required category are found to be in order. The Bid security, tender fee will be accepted through online payment only.

Executive Engineer (PHE-1)
JDA, Jaipur

TENDER FOR WORKS

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

Memorandum

- (a) **General description of work..-** :
(b) **Estimated cost** : **Rs. 54.72 Lacs**
(c) **Earnest money** : **Rs. . 1,09,440.00** for enlisted contractors outside JDA and
: **Rs. 27,360.00 @1/2%** within JDA enlistment.

(d) **Security Deposit :**

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

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

(ii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.

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

Validity of rates 120 days.

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

Signature of Witness
Witness's address & Occupation

Signature of Contractor
Address of Contractor

Date:

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

Date:

Executive Engineer PHE-I,

Section A-2

General Conditions of Contract

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

GENERAL CONDITIONS OF CONTRACT

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

Clause 1: Security Deposit:

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

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

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

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

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

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

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

Clause 2: Compensation for delay:

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

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

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

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

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

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

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

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

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

Clause 3: Risk & Cost Clause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause 5: Extension of time

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

Clause 5 A: Monthly Return of Extra Claims

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

Clause 6: Final Certificate

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

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

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

No payments shall be made for *works estimated to cost less than rupees twenty five Thousands*, till after the whole of the works

shall have been completed and a certificate of completion given. But in the case of works *_estimated to cost more than rupees twenty five thousand* , the Contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. The Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7A: Time Limit for Payments of Final Bills

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

Clause 8: Bills to be submitted monthly

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the Bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the contractor in all respects.

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

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

Clause 9: Bills to be on printed forms

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

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

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

Clause 10 – Stores supplied by JDA

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

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

Clause 10A: Rejection of materials procured by the Contractor

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

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

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

Clause 10 C: Hire of Plant and Machinery:

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

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

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

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

Clause 12:

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

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

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

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

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

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

Clause 12A:

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

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

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

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

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

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

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

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

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

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

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

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

Clause 17: Contractor liable for damage done and for imperfections

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

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

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

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

If the Contractor become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person, in the employ of JDA, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Director Engineering may, thereupon, by notice, in writing, rescind the contract and Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of JDA and the same consequences shall ensue as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefor, actually performed under the Contract.

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

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

Clause 21: Changes in constitution of firm

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

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

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

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

Clasue 23: Standing Committee for Settlement of Disputes

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

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

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

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

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

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

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

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

Clause 25: Lump-sums in estimates

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

Clause 26: Action where no Specification

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

Clause 27: Definition of work

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

Clause 27A: Definition of Engineer-in-charge

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

Clause 28:

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

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

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

Clause 29A: Payments at part rates

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

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

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

Clause 31: Contractor to adhere to labour laws/regulation

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the J.D.A. as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the J.D.A. from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 of the Conditions of Contract.

Clause 32: Withdrawal of work from the Contractor

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

Clause 33:

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

Clause 34: Protect works

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

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

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

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

Clause 36A:

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

Clause 36B:

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

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

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

Clause 36D:

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

Clause 37: Refund of Performance Guarantee and Security Deposit

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

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

Clause 38: Fair Wage Clause

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

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

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

Clause 39: Contractor to engage technical staff

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

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

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

Clause 39 A:

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

Clause 40: Safety code

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

Clause 41: Near Relatives barred from tendering

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

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

Clause 42: Retired Gazetted Officers barred for 2 years

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

Clause 43: Quality Control

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

Clause 43 A:

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

Clause 44: Death of Contractor

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

Clause 45: Price Variation Clause:

Due to O&M work No Price Escalation shall be payable for this work.

Clause 46: Force-Majuro

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

Clause 47: General discrepancies and errors

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

Clause 48: Post payment Audit & Technical Examination

The JDA shall have right to cause an audit and technical examination of the works, and the final bills of the contractor, including all supporting vouchers, abstracts, etc., to be made within 2 years after payment of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract, or any work claimed by him to have been done by him under the Contract and found not to have been executed or executed below specifications, the Contractor shall be liable to refund the amount of over payment, and it shall be lawful for J.D.A. to recover the same from him in the manner prescribed in Clause 50 or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the JDA to the Contractor.

Clause 48A: Pre Check or Post Check of Bills

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

Clause 48B: Check Measurements

The J.D.A. reserves to itself, the right to prescribe a scale of check measurement of work, in general, or specific scale for specific

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

Clause 49: Dismantled materials

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

Clause 50: Recovery from Contractors

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

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

Clause 51: Jurisdiction of Court

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

Dated Signature of Engineer- in -charge

Dated signature of Contractor

Progress statement referred to in Clause 2 of Conditions of Contract

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

The contractor has been informed that his tender has been accepted

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

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

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

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

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

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

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

Dated

Signature of Engineer- in -Charge

Dated

Signature of Contractor

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

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

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

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

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

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

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

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

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

Signature of Contractor

Signature of Engineer

Progress Statement referred to in Clause 3 of Condition of Contract

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

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

Date :

Date :

Engineer-in-Charge

Contractor

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

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

Section A-3

Special Conditions of Contract

SPECIAL CONDITIONS OF THE CONTRACT

1. The rates provided in Bid documents are inclusive of all Taxes, royalty.
2. The quantity of work can be increased or decreased. However, no guarantee is given about the actual quantity of work.
3. No extra payment shall be made to the contractor on account of excavation in collapsible strata or in hard or rocky strata. The tenderers shall have to make their own arrangement for completing the work and no claim in this respect will entertained.
4. On collection of complete material for each section the same shall be got checked by Engineer-in-Charge or his authorized representative. Such approval shall in no way release the contractor of his responsibility regarding completion of work, as per required specification until the contract is complete.
5. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
6. 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 enforce, shall also be provided by the contractor at his own cost.
7. The rate quoted by the contractor shall remain valid for a period of **120** days from the date of opening of the tenders.
8. If any Bid withdraws his Bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in bidding in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/ Performance Guarantee and other action under agreement
9. 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.
10. Water for construction / testing purpose shall have to arrange by contractor at his own cost. If water is supplied by the department, the

- same shall be recovered from the contractor from each running bill at the rate of 1% of total value of pipe line laying work, In case of metered connection the charges shall be recovered on the actual consumption basis on the commercial rates.
11. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
 12. No secured advance against material procured at site will be allowed.
 13. **MAINTENANCE OF CAMPUS.**
The scope of work for O&M of maintenance of campus shall include the following but not limit to:-
 - (i) Sweeping and cleaning of Campus on daily basis.
 - (ii) Cutting of the Grass in the garden fortnightly or as per requirement as per direction of Engineer-in-Charge.
 - (iii) Contractor shall be responsible for any theft, damages, sabotaging, security and safety of campus. Any loss on this account shall be recovered from the contractor.
 14. 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
 15. Contractor shall provide a board at site indicating "Name of Work and other details at his own cost as required by Engineer-in-charge.
 16. The surplus sludge and damaged materials will be immediately removed from the site of work and dumped as per instruction of Engineer-in-charge.
 17. The Bidder are required to submit copy of their enlistment as contractor.
 18. 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.
 19. The contractor/firm/company is bound to get the workmen insured against accident from the Insurance Company at his own cost.
 20. 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.
 21. The Engineer – in – Charge or his authorized representative will carry out as and when considered necessary for the quantity and quality of work done and for the materials used in the work. The contractor, unless otherwise specified shall provide all facilities and arrangements to undertake these tests and all testing charges shall be borne by the contractor.
 22. The contractor shall supply required quantity of samples desired by executive engineer, the samples so obtained shall be sent to authorized laboratory for testing, if the material is not found according to the specifications the entire lot of supply will also be rejected. The entire cost of samples and testing shall be borne by the contractor.
 23. Defects Liability period:- If applicable JDA office order no. JDA/Ex.En. (TA to Dir. Eng.-1)/2016/D-29 dated 11.03.2016 (Annexure 'E').

24. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.
25. **"Price escalation not applicable.**
26. Security deposit will be as per JDA office order no. JDA/Ex.En. (TA to Dir. Eng.-1)/2016/D-29 dated 11.03.2016 (Annexure 'E').
27. If there is any typographical error or otherwise in the 'H' Schedule. The nomenclature and the rates as given in the JDA approved items/rates on which schedule 'H' Schedule is based, shall prevail.
28. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
29. 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 and** To maintain power factor not below 0.9 in any case. In case of default, any surcharge charged by the JVVNL shall be recoverable from the contractor.

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

Signature of Contractor
With full address & Mobile No.

Executive Engineer (PHE-I)
JDA, Jaipur

Section A-4

Specifications of Work

SCOPE OF WORK

47. Operation and Maintenance Conditions

1.General Requirements for Operation and Maintenance

The Contractor shall operate and maintain the entire Plant including OHSR, CWR and treated water pipeline from STP to Various gardens of Paldimeena scheme within its contract price for a total operation and maintenance period of 3 years from the date of taking over of the plant. All necessary repairs, maintenance, overhaul, replacements etc., shall be made during the O & M to maintain the Plant at the status of formal handing. At the end of O & M period the plant shall be handed over to the JDA in fully functional and new condition except normal wear and tear. The O & M contract price include the initial expenditure, which is going to occur in the repairing/replacement of old machinery & equipment etc.

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

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

Sampling and testing of effluent and treated sewage shall be done on Monthly basis from any NABL/MOEF approved laboratory. Out of which, twice a year these test shall be conducted through Rajasthan State Pollution Control Board (RSPCB) & payments for this, to be made by contractor to RSPCB. No payment shall be given to contractor for these testing's. If any additional test required by JDA authority or Engineer In-charge then same shall be done by contractor at his own expenses upto 2 no tests. If additional testing (more than 2 no.) are required by EIC then testing amount shall be borne by contractor & same shall be reimbursed by JDA on submission of payment receipt. Contractor shall submit testing reports for payment as required above. If contractor fail to submit testing reports monthly, then payments shall be withheld.

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

CONTRACTOR HAS TO INCUR ALL THE COSTS, TAXES, GST, DUTIES, TRANSPORTATION, LABOUR, MACHINING, WELDING, REPAIRING, REPLACING AND MAKING GOOD ANY AND ALL PARTS / PLANT EQUIPMENT, CONSUMABLES, MOTORS, PUMPS, GEAR UNIT, CAPACITOR, LT SWITCHGEAR, LIGHTING SYSTEM, CABLES, CHEMICALS, CONSUMABLES, ETC.

Treated water of STP Paldimeena is being used for gardening purpose in Silvan Park Agra road Jaipur. In addition to this internal treated pipeline are also laid in scheme for gardening purpose in various gardens from STP through OHSR & CWR by gravity. The firm will have to maintain 3 MLD STP plant, OHSR, CWR & laid pipeline (excluding treated water pipe line from STP to Silvan park) for gardening in Paldimeena scheme in all respect as per direction of EIC.

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

Attend breakdown of civil, mechanical, electrical, piping and instrumentation works and maintain the plant and equipment throughout the Contract Period

Maintenance of Proper records of sampling as per approved Performa.

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

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

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

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

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

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

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

Down time:

The operation and maintenance service provided by the Contractor for the period specified in the Contract shall ensure the continuous operation of the Plant and that the breakdown or deterioration in performance, under normal operating conditions, of any items of Plant and equipment and component parts thereof is kept to a minimum.

The period of such exceptional operation shall not exceed two consecutive days and shall not be more than three days a week. The maximum downtime of the whole Plant shall not exceed 12 hours. The periods for repairs and maintenance have to be communicated to the JDA's representative at least one month in advance. For machinery and equipment which requires maintenance to be carried out by manufacturer/ manufacturer's authorized representative, the down time shall not exceed 3 days. JDA reserves the right to impose penalty, should there be any default by Contractor on this account. The penalty amount will be deducted in the next O & M bill if adequate record are not furnished by the Contractor for delay.

Operation of the Plant as per O & M Manual:

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

Awareness & Cleanliness

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

Frequency of Preventive maintenance

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

Repairs

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

Spare parts

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

Transportation

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

Consumables

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

Chemicals

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

2 GENERAL OBLIGATION

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

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

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

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

3 OPERATION

Operational services

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

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

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

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

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

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

Manpower

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

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

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

Site in Charge*	1 (full time)	Should be diploma / graduate in Civil/ Chemical/Mechanical engineering with having minimum 3 year experience of O&M of similar type of Plant.
Electrician	1 (On call basis)	Should be graduate/ Diploma/ITI in Electrical engineering with having minimum 5 year experience of O&M of similar type of Plant.
Mechanic/Fitter	1 (On call basis)	Should be Diploma/ITI in Electrical/Mechanical engineering with having minimum 5 year experience
Chemist	1 (On call basis)	Should be post graduate/ graduate in chemical engineering/Msc/Bsc with having minimum 5-year experience of O&M of similar type of Plant.
Operator	3 (1 no in each Shifts)	Should have minimum 5 year experience of O&M of similar type of Plant.
Helper/ Sweepers	3 (1 no in each Shifts)	-

* Key staff

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

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

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

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

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

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

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

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

Safety

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

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

The Contractor shall emphasize site safety including adoption of

Safe working procedures

Cleanliness and care of the plant as a whole

Accident and hazardous conditions prevention and reporting.

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

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

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

Reporting

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

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

4 MAINTENANCE

Maintenance of Installed Plant

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

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

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

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

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

Building and Site Maintenance

The Contractor shall be responsible for:

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

Building and housekeeping maintenance.

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

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

Preventive Maintenance

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

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

5. TRAINING

General

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

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

6. Operation and Maintenance records

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

7. Recommended Treatment Process

The treatment plant consists of mainly Civil, Mechanical, Electrical, Piping, Instrumentation process of STP, as under:-

- (a) Sewage transfer sump with pumping machinery.
- (b) Removal of screen/grit in screen channel/grit channel.
- (c) Removal of organic matter (BOD/COD).
- (d) The treated sewage storage tank.
- (e) Maintenance of Decanter, SBR tank
- (f) Maintenance of PLC SCADA
- (g) Maintenance of OHSR, CWR and Treated pipe line from STP to Paldimeena gardens.
- (h) Different units of STP with administrative building & campus.in all respect.

8. Treated sewage quality

Sr.no.	Parameter	Value
1	PH	7.0 to 8.0
2	COD	≥100 mg/l
3	BOD	≥5 mg/l
4	TSS	≥10 mg/l
5	Oil & Grease	NIL

Contractor shall in all conditions insure that quality of effluent from STP shall have desired characteristic in conformity with specifications as mentioned above and shall give guarantee for it. Failure to comply above parameter shall attract liquidated damages as per clause 10 of conditions of contract.

10. Liquidated damages :

10.1 For the quantity and quality of treated sewage

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

Liquidated Damages

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

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

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

10.3 Limit on liquidated damages

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

10.4 It is understood that liquidated damages are not a penalty but represents a reasonable estimate of fair compensation which are payable without proof of actual damage for a failure to meet the stipulated conditions which otherwise is impracticable or extremely difficult to fix the actual damages resulting from failure of the contractor to meet such output standards.

10.5 Slit/Sludge/Screening/Grit removal

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

11. Maximum Liquidated Damages

11.1 The maximum liquidated damages payable by the contractor in any month shall not be more than 5% of the fixed payment receivable by the contractor for the year calculated on nominal flow of 3.0 MLD.

11.2 The maximum liquidated damages payable by the contractor in a year shall not be more than 30% of the fixed payment receivable by the contractor for the year calculated on nominal flow of 3.0 MLD.

11.3 The maximum liquidated damages payable by the contractor on Termination shall not be more than the fixed payment receivable by the contractor for the year preceding the termination calculated on nominal flow of 3.0 MLD.

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

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

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

rate of Rs. 500/- per day of delay per each individual equipment of the plant.

Executive Engineer (PHE-I)
JDA, Jaipur

Section A-5

Annexure

Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

Conflict of Interest :-

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

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

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

Date :
Place :

Signature of bidder

Name :
Designation :
Address :

Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

FORM No. 1
[See Rule 83]
**Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012**

Appeal No. of Before the
..... (First/Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent (s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal :

6. Grounds of appeal :
(Supported by an affidavit)

7. Prayer :

Place

Date

Appellant's Signature

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

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

Signature of Contractor
with full address & Mobile No.

Executive Engineer (PHE-I)
JDA, Jaipur

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>4*</i>

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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 process 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 RTPP 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.

Sd/-
Director (Engineering-I)
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.&DP.)
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

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

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. Tax exemption/ Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
04. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
05. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid bay the JDA to the contractor.
06. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
07. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
08. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
09. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
10. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
11. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
12. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
13. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
14. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.

15. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
16. The rates provided in tender documents are inclusive of all Taxes royalty.
17. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
18. Undersigned has full right to reject any or all tenders without given any reasons.
19. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
20. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
21. The tenderer are required to submit copy of their enlistment as contractor.
22. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
23. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
24. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES 2013 shall be applicable.

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

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

ANNEXURE- I

[Reference Clause 3(i)]

Signed
Photograph of
Applicant

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

AFFIDAVIT

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

.....
Proprietor/ Partner/ Authorized signatory

M/s

.....

Note:-

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

Bank Guarantee Performa for Bid security deposit

Form of (Bank Guarantee) -En cashable at branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Security Deposit for the work of "Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for 3 years under jurisdiction of PHE-I, JDA, Jaipur"

WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated for the work of "Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for 3 years under jurisdiction of PHE-I, JDA, Jaipur" (**Name of Work**) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at _____
_____ [name of country] having our registered office at _____
_____ (hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority. (Hereinafter called "the Employer") in the sum of Rupees _____ **[Amount of Security in figures]** _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;

- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI 006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

PAYMENT MECHANISM FOR PARTICIPATING IN TENDER

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security) Tender 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). 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

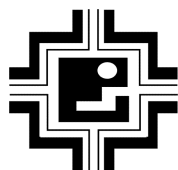
B. Bid Participation Receipt

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.

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

JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

**Name of work : : Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur
for 3 years under jurisdiction of PHE-I, JDA, Jaipur.**

Cost: Rs. 54.72 Lacs

NIT No. 05/2020-21

Volume-II

Envelope 'B' (Financial)

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

Tender Inviting Authority: Executive Engineer (PHE-I), JDA, Jaipur						
Name of Work: Operation & Maintenance of 3 MLD STP at Paldimeena Jaipur for 3 years under jurisdiction of PHE-I, JDA, Jaipur						
Contract No: 05/ 2020-21						
Bidder Name :						
<u>SCHEDULE OF WORKS (Miscellaneous Non BSR ITEMS)</u> (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Figures	Words	
1.00	Operation & maintenance of 3 MLD STP at Paldimeena as per scope of work & special condition of contract including complete operation, maintenance & repair of various pipe lines, machinery, switches, starters, rewinding of all type of motors, etc. along with providing of all type of materials (ISI marked, as per norms) required for operation & maintenance in all respect to avoid any distrupction in operation of STP including chemical charges. (Except electric charges).					
1.10	O & M of 1st year	12.00	Months		Rupees only	
1.20	O & M of 2nd year	12.00	Months		Rupees only	
1.30	O & M of 3rd year	12.00	Months		Rupees only	
Total in Figures						
Total in Words		Rupees only				