

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

## BID DOCUMENTS

*(PRE QUALIFICATION)*

*FOR THE WORK OF*

**Name of Work:- Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur.**

Period of Download	:	From 02.07.2025 to 02.08.2025
Period of Upload	:	From 02.07.2025 to 02.08.2025
Date of Pre Bid Meeting	:	11.07.2025 at 3:00 PM
Date of Opening of Technical Bid	:	07.08.2025 at 3:00 PM (Room No. 133, First Floor, Main Building, JDA Campus, Jaipur.)
Tender Cost of Bid	:	Rs. 5000.00 payable online only
Bid processing Fee	:	Rs. 2500.00 payable online only.
Earnest Money	:	Amount (INR) : 2% (Rs. 84,97,331/-) for AA class contractor or equivalent contractor registered in other Govt. department and 0.5% (21,24,333/-) for AA Class contractor enlisted in JDA.
Completion period	:	18 Months

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

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# जयपुर विकास प्राधिकरण, जयपुर

कमरा नं. 133 मुख्य भवन, रामकिशोर व्यास भवन, इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक: जविप्रा/अधि.अभि. (पीएचई- I)/2025/डी-

दिनांक:-

## निविदा सूचना

**निविदा सूचना सं० अधि. अभि. (पीएचई- I)10/2025-26**

जयपुर विकास प्राधिकरण द्वारा "Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur." जिसकी अनुमानित लागत रु 4248.67 लाख के लिए ऑनलाईन बिड्स दिनांक 02.08.2025 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 02.08.2025 को सायं 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर देखा जा सकता है।

1. (UBN No. )

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

1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाइट [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए निविदा दस्तावेज शुल्क, निविदा अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदादाताओं का राजस्थान सरकार के ई-प्रोक्योरमेंट पोर्टल [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर पंजीकृत होना आवश्यक है।

अधिशायी अभियन्ता (पीएचई- I)

जविप्रा, जयपुर

प्रतिलिपि:-

1. जन सम्पर्क अधिकारी, जविप्रा को तकनीकी सहायक (निदेशक अभियान्त्रिकी-प्रथम) के मार्फत समाचार पत्र में नियमानुसार प्रकाशन हेतु।

**Job No. JDA/EE PHE I/A & F/2025-2026/May/078 Dated : 12/05/2025**

अधिशायी अभियन्ता (पीएचई- I)

जविप्रा, जयपुर

**JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

Room No. 133, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur – 302 004

Telephone: +91-141-2569696 Email:- zephe1jda@yahoo.in

**No: - JDA/EE(PHE-I)/2025/D-****Dated:****NOTICE INVITING BID**

NIB No. : JDA/EE (PHE-I)/10/2025-26

Online Bids are invited up-to 6.00 PM of 02.08.2025 for **“Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur.”** Estimated cost of Rs. 4248.67 Lakh. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 02.08.2025 Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in).

**1. (UBN No. )**

To participate in the bid, bidder has to be:

1. Registered on JDA website [www.jda.urban.rajasthan.gov.in](http://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](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.

Executive Engineer (PHE-I)  
JDA, Jaipur**Copy to :-**

1. PRO Cell, JDA, Jaipur through TA to DE (I) for publication in News paper as per rules.

**Job No. JDA/EE PHE I/A & F/2025-2026/May/078 Dated : 12/05/2025**Executive Engineer (PHE-I)  
JDA, Jaipur



**JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

Room No. 135, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 Email: zepheljda@yahoo.in

**No: - JDA/EE(PHE-I)/2025/D-****Dated:****NIB No. : JDA/EE(PHE-I)/10/2025-26**

<b>Name &amp; Address of the Procuring Entity</b>	<p>➤ Name: Executive Engineer (PHE-I), Jaipur Development Authority Address: Room No. 133, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: zepheljda@yahoo.in</p>
<b>Subject Matter of Procurement</b>	<p>➤ <b>Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur.</b> ➤ <b>Job No. : 078/2025-26</b></p>
<b>Bid Procedure</b>	➤ Pre-qualification Method Tender (eg. TWO-stage Two part) open competitive) eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	➤ Pre-qualification Method L1 (eg. Least Cost Based Selection (LCBS)-L1)
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.</b>	➤ Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a>
<b>Website for online Bid application participation and payment *</b>	<p>➤ Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a> ➤ 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. 5000/- Rupees (Five Thousand Only) ○ RISL Processing Fee: Rs. 2500/- (Rupees Two Thousand Five Hundred Only) Requisite Bid Security Deposit</p>
<b>Estimated Procurement Cost</b>	➤ INR 42,48,66,532.00 (Rupees Forty Two Crore Forty Eight Lacs Sixty Six Thousand Five Hundred Thirty Two Only)
<b>Bid Security Deposit</b>	<p>➤ Amount (INR) : 2% (Rs. 84,97,331/-) for AA Class contractor registered in other department and 0.5% (21,24,333.00/-) for AA Class contractor enlisted in JDA. ➤ Eligibility: Bidder who is AA Class or equivalent contractor registered in other Govt. Department and Bidder registered as contractor in AA in JDA.</p>
<b>Date/Time/Place of Pre-Bid</b>	<p>➤ 11.07.2025 at 3.00 PM in "Manthan Hall", Third Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, JDA Campus, Jaipur ➤ Interested bidders may submit their queries for the pre-bid meeting latest by 10.07.2025 upto 3:00 PM on E-Mail : zepheljda@yahoo.in</p>
<b>Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)</b>	<p>➤ Start Date: 02.07.2025 at 9:30 AM ➤ End Date: 02.08.2025 at 6:00 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&amp;B) of Main Building, Jaipur Development Authority by 04.08.2025 10.00AM to 06.08.2025 upto 5.00 PM</p>
<b>Bid Submission on e-Procurement Portal of GOR</b>	<p>➤ Start Date: 02.07.2025 at 9:30 AM ➤ End Date: 02.08.2025 at 6:00 PM</p>
<b>Date/Time/Place of Technical Bid Opening</b>	➤ 07.08.2025 at 3:00 PM, Room No. 133, Main Building, JDA, Jaipur
<b>Date/ Time/ Place of Financial Bid Opening</b>	➤ Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	➤ 120 days from the date of opening of bid
<b>Completion period of work</b>	➤ 18 Months
* Jaipur Development Authority has decided to receive, Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below:	
<p><b>A. Payment Options:</b> <b>Option-1:</b> Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in</p>	

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

**Note:**

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTTP 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 RTTP Act 2012 and Rules thereto, the later shall prevail.

(Dileep Lamba)  
Executive Engineer (PHE-I)  
JDA, Jaipur

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## Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and through online mode only for which the bidder has to get registered himself on JDA portal [www.jaipurjda.org](http://www.jaipurjda.org).

### To participate in the bid, bidder has to be:

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

### Methods for depositing on line amount

**Option-1:** 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.

### 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.

## C. 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.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). The bidder is required to fill the instrument numbers for various heads on e-Procurement portal [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) as mentioned in the receipt.

## Procedure for bidding:

**Single part bid system:**

Single part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Documents and Docket-2 being for Financial Bid.

Docket-1:- is for proof of deposition of Bid Security, cost of bidding document and bid processing fee along with copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category.

Docket-2:- is for financial bid.

The financial bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee.

**1. Two-part bid system:**

Two part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Technical Bid and Docket-2 being for Financial Bid.

Docket-1:- There will be three separate folders- Folder-1 is for proof of deposition of Bid Security, cost of bidding document and bid processing fee alongwith copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/ bidder in required category. Folder-II is for bid document and folder-III is for technical bid.

Docket-2:- There will two separate folders-1 is for financial bid and 2 is for bill of quantities.

The technical bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee

Executive Engineer (PHE-I)  
JDA, Jaipur

**Template of Online Receipt as part of NIB Document****JAIPUR DEVELOPMENT AUTHORITY****Bid Participation Receipt****Date & Time: .....****Bid Detail**

<b>Jaipur Development Authority, Jaipur.</b>			
<b>Bid Participation Receipt</b>			
		Date & Time:-	
<b>Bid Detail</b>			
Bid ID:		Procurement Entity:-	
Bid Title:			
Bid Value:		Bid Opening Place:	
<b>Bidder Detail</b>			
Name of Entity:		Mobile No.:	
Registration Type:		Instrument Amount:	
Payment Mode:		Payment Channel:	
Instrument No.:		Instrument Date:	
<b>Dates Detail</b>			
Sr. No.	Event Name		Event Date
1	Publishing Date		
2	Bid Opening Date		
<b>Specific Instrument for eProc Rajasthan</b>			
<b>Instrument Type</b>			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in)

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

## SCHEDULE AND SPECIFICATIONS

**Name of Work: - Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur**

1.	NIB No.	:	EE (PHE-I)/10/2025-26
2.	Approximate cost	:	₹ 4248.67 Lacs
3.	Cost of the Bid document	:	₹ 5000, Through On Line Payment only.
4.	Bid Processing Fees	:	₹ 2500, Through On Line Payment only.
5.	Bid Security	:	Amount (INR) : 2% (Rs. 84,97,331/-) for AA class contractor or equivalent contractor registered in other Govt. department and 0.5% (21,24,333/-) for AA Class contractor enlisted in JDA.
6.	Download of Bid document	:	From 02.07.2025 9.30 AM to 02.08.2025 upto 6:00 PM
7.	Upload the Bid Document	:	From 02.07.2025 9.30 AM to 02.08.2025 upto 6:00 PM
8.	Date of Pre Bid Meeting	:	11.07.2025 at 3.00 PM
9.	Last Date of submission of Bid cost, Bid Process cost .	:	02.08.2025 up to 6.00 PM through online only.
10.	Date of opening of Bid	:	07.08.2025 at 3:00 PM (Room No. 133, First Floor, Main Building, JDA Campus, Jaipur)
11.	Completion period of work	:	18 Months

### **SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:**

The bidder should see the site and fully understand the conditions of the site before bidding and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates given in Schedule ‘G’. The work shall be carried out in accordance with the Rajasthan PWD 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 drawing may be seen in the office of the undersigned.

### **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 deposition necessary cost with JDA.

### **SCHEDULE - D: TEST OF THE MATERIALS:**

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standards laid down in the Indian standard & or the standards laid down in the detailed specifications of the work by the contractor. Qualified personnel required as per the contractor enlistment rules shall have to be engaged at site by the Contractor. The authority 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 sample of the materials 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 10 days of the issue of the work order and complete within time limits.

**SCHEDULE – G: ATTACHED SEPARATELY BASED ON APPLICABLE BSRs IN JDA.**

**SCHEDULE – H: SPECIAL CONDITION: Attached Separately.**

**SCHEDULE – I: COST OF TENDER DOCUMENTS, PROCESSING FEES & BID SECURITY.**

The Bid Processing fee is payable in favor of M.D. RISL & Cost of bid document & Bid Security is payable in Favour of the Secretary, JDA, Jaipur. Bidders have to pay bid processing fees, cost of bidding documents, and Bid Security Online. If a bidder opts to deposit the bid security through bank guarantee, the bank guarantee should be valid for the next seven months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission documents uploaded on the E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of the on-line tendering system of JDA i.e. D.D( E&B) in room No. 215N Extension building, JDA, JLN marg, Jaipur, as per specified in bidding documents.

Annexure-1. Special Conditions of Contract regarding defect liability period.

Annexure-2A. Bank guarantee will be in specified Performa enclosed with this bidding document for Bid Security.

Annexure-2B. Bank guarantee will be in specified Performa enclosed with this bidding document for Performance Security.

Annexure-A. Compliance with the code of integrity and no conflict of interest (RTPP Act/Rules).

Annexure-B. Declaration by the bidder regarding qualifications (RTPP Act/Rules).

Annexure-C. Grievance Redressal during the procurement process (RTPP Act/Rules).

Annexure-D. Additional Conditions of Contract (RTPP Act/Rules).

Annexure-E. Process for Tender Participation & Depositing Payment on ‘Online Tender Participation’ Portal of JDA & Bid Submission on ‘e-Procurement Portal’ of Government of Rajasthan.

Annexure F : DLP period for various type of works. Office order D-29 dated 11.03.2016

Annexure G : Payment mechanism for participating in tender: Office order D-399 dated 04.10.2016.

Annexure H : GST Circular for participating in tender: Office order D-172 dated 12.07.2017.

Annexure I : Finance (G&T) department, notification dated 22.10.2021

Annexure J : JDA Order D-75 dated 26.08.2021

Annexure K : Finance (G&T) department, notification dated 12.01.2022

Annexure L : JDA Office Order No. JDA/EE & (TA to Dir. Engg.-I)/2022/D-194 dated 06.09.2022

Annexure M : JV is applicable as per JDA’s order no. D-374 Dated 03.06.2015

**SIGNATURE OF CONTRACTOR**  
with full address & Mobile No. :

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

## SPECIAL CONDITIONS

### Schedule -H

1. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR & Technical Sanction on which schedule 'G' has been prepared, shall prevail.
2. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
3. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder 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 bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder 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 bidder 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 by the JDA to the bidder.
4. The bidder shall not work after the sunset and before sunrise without specific permission of the EIC.
5. Whenever any claim against the bidder 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 bidder. In the event of the security being insufficient or if no security has been taken from the bidder 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 bidder 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.
6. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
7. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD/CPHEEO manual and subsequent modification.
8. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
9. All transaction in the execution of this work and this bid will be liable to GST and any other tax imposed by Govt of Rajasthan/Govt of India.



10. If any bidder withdraws his bid prior to expiry of said validity period given at S.No.6 or mutually extended prior or makes modifications in the rates, terms and conditions of the bid 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 bidder, 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 rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement.
11. Any material not conforming to the specifications collected at site shall have to be removed by the bidder within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the bidder after expiry of 3 days period.
12. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
13. The rates provided in bid documents are inclusive of all Taxes, royalty etc.
14. No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule, Source/ borrow pit area for the earth shall have to be arranged by the Bidder at his own cost.
15. Special Conditions of the Contract regarding the Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable (Annexure-I).
16. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
17. **The Security Deposit** will be released in the following stages after satisfactory performance certificate issued by Engineer-In-Charge .

**Forfeiture of SD-** In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days' time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defects rectified at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee action under enlistment rules and clauses of agreement etc. shall also be taken against the contracting agency by the competent authority.

18. **As built drawing** Submission after completion work for the final payment of the bill. The final drawing shall be submitted in one reproducible set and 5 copies of an approved size. The contractor shall submit all the completion drawing in workable soft copy (CD/pen drive) with GPS location/GEO tagging of manholes with proper directory of site.

19. JDA has full right to reject any or all bids without given any reasons.
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. **Defect Liability Period (DLP) as per JDA/Ex.En(TA to Dir. Engg-I)/2016/D-29 dated 11.03.2016 or up to dated shall be applicable as per copy attached with document.**
22. The bidders are required to submit copy of their enlistment as bidder.
23. The contractor will pay compensation to the house owner or to the owner of any adjoining property or any other works for the damaged sustained on account of this work while in progress or complete from his own pocket.
24. Inspection of works during Defect Liability. The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months. The Engineer-in-charge can reduce this frequency in case of emergency.
25. One register has to be maintained by the agency for recording the inspection details of works in his jurisdiction under defect liability period.
26. Payment for proving laying jointing of sewer line and construction of manhole will be made as follows:-
  - A) 85 %of payment after providing laying jointing of sewer line and construction of manhole.
  - B) 10 % after flow testing of sewer line.
  - C) 05 % payment shall be made after commissioning of sewer line and completion of road restoration work.
27. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction 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.
28. The contractor will have to install display boards at site of work as directed by Engineer in charge in case of any accident due such issues contractor will be liable for any misshaping.
29. The cost of samples including transportation's as well as of the testing shall be borne by the contractor. The third party agency shall be any one of the following:-
  1. M/s. CEIL
  2. M/s. RITES
  3. M/s. SGS

Or "by any other" as approved by Engineer-In-Charge

30. Order issued by JDA time to time in respect of Price Escalation shall be applicable.
31. In case the rate received in the bid is below than BSR rate, additional Performance security shall be deposited by the bidder as per Rule 75 (A) of RTPP Rules.
32. The Annexure "B" (RTPP Act/Rules) is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
33. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR

**Signature of Bidder**

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

**SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR WORKS COSTING RS. 25.00****LACS AND MORE****Table-1**

S.No.	Type of work	DLP Period
1.	<b>Bridge Work</b>	<b>5 Years</b>
2.	<b>CD Work</b>	<b>5 Years</b>
3.	<b>CC Road. PQC Work</b>	<b>5 Years</b>
4.	<b>CC tiles/Krebs/medians</b>	<b>5 Years</b>
5.	<b>Drains</b>	<b>3 Years</b>
6.	<b>Roads</b>	
	(i) Two-layer WBM/GSB	<b>6 months or one full rainy season whichever is later</b>
	(ii) For Renewal/Strengthening	
	(a) BT up to 30 mm thickness	<b>1 Years</b>
	(b) BT above 30 mm to up to 40 mm	<b>2 Years</b>
	(c) BT above 40 mm to up to 90 mm	<b>3 Years</b>
	(d) BT above 90 mm thickness	<b>5 Years</b>
	(iii) New Roads	
	(a) BT up to 90 mm	<b>3 Years</b>
	(b) BT more than 90 mm	<b>5 Years</b>
7.	<b>Compound wall</b>	<b>3 Years</b>
8.	<b>Building Work</b>	
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting work.	<b>2 Years</b>
	(ii) Work pertaining to the Building structure and other civil works	<b>5 Years</b>
9.	<b>Electric work except for maintenance</b>	<b>3 years</b>
10.	<b>Sewer/Water supply including STP and water supply-related work except for maintenance works.</b>	<b>3 Years</b>

**1. ROAD-WORKS**

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per the above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for completion (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of the Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during the Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation and renewal works
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
  - (i) Routine maintenance of Road Works,
  - (ii) To remove the defect as & when appear in part and the entire structure of Road Works, in the specified time and keeping the Road Surface with good riding quality and
  - (iii) Damages due to improper drainage/drains, local flooding, depressions on roads etc.
- 1.5 The contracting agency shall do the routine maintenance of Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at the completion of the construction work and ends after complete (DLP).
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in the manual for the maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 The routine maintenance activities and their periodicity.

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desalting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <b>once in every one and a half years.</b>
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	<b>Thermoplastic Paint</b> Maintenance as and when required. Repainting <b>once in everyone &amp; a half year.</b> <b>Ordinary Paint</b> Maintenance as and when required. Repainting <b>thrice in every year.</b>
7	Damages beyond the control of the agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by the agency on the same rates of the contract agreement till DLP.

## 2. General

### 2.1 Inspection of works during the Defect Liability Period

2.1.1 The contracting agency shall undertake a joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of an emergency. The Contracting agency shall forward to the engineer in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention to those road sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every AEN for recording the inspection details of works in his jurisdiction under defect liability period.

### 2.2 Conditions regarding Performance Security

#### 2.2.1 Security for DLP-

The contracting agency shall have to furnish Performance Security in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 The release of PS amount shall be as per following table 2 :-

S.No.	Released PS \ DLP Period	1 Year	2 Years	3 Years	5 Years
1.	After 1 year	100%	40%	20%	10%
2.	After 2 year		60%	20%	10%
3.	After 3 year			60%	10%
4.	After 4 year				20%
5.	After 5 year				50%

The Performance Security will be released as per the above table after a satisfactory performance certificate issued by Engineer-In-Charge:-

#### 2.2.3 Forfeiture of Performance Security

In case the contracting agency fails to rectify the defects within the stipulated period notified to him by the Engineer-in-charge concerned under the contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in the rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

The defect that arises due to earthquakes, cyclones, and natural calamities shall not be the responsibility of contracting agency.

**2.2.5 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) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual item.  
(iii) Similarly, if any work is more than Rs. 25 lacs but after finalization amount of work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is later.
- (iv) During DLP period if contractor fails to repair any work even after the issue of 7 days written notice, the same work shall be got executed by the 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 his defaults twice in a single agreement or in two different works.
- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.  
(vi) Special and regular inspection shall also be carried out as per order no. JDA/XEN & 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.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, the following procedure should be adopted:
  - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and the contractor shall be asked to complete the same. After completion of assessed repairs, DLP period shall be released after deduction amt. as per following table-III.

**Table-3**

% 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 a quarterly basis.

- (b) In case the 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 the total retained amount of PS same shall be recovered from other works and as per PDR rules. The amount as per Table 3 is also to be deducted in addition to this amount.
  - (viii) Based upon the type of work, DLP conditions for works to be carried out during the DLP period with their frequency of the respective type of work shall be prepared by respective SE"s after approval of these periods.
3. In case patch repairs/civil maintenance works costing more than Rs. 25.00Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

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

**Specified Bank Guarantee Performa for Bid Security****Section - 6**Form of (Bank Guarantee) -En cashable at the 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 Bid Security for the.....JDA

**Jaipur** WHEREAS, \_\_\_\_\_ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated ..... for the work of **Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur** (here in after 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 cashable at the 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 90 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically 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 writing for its release.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

[Signature, Name, and Address]

**[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]**



**Specified Bank Guarantee Performa for Performance Security****Section - 6**Form of (Bank Guarantee) -En cashable at the 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 Performance Security for the.....JDA Jaipur WHEREAS, \_\_\_\_\_ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated ..... for the work of **Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur** (herein after 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 cashable at the 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\_\_\_\_.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

This Guarantee will remain in force up to and including the date 90 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited to 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 writing for its release.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

[Signature, Name and Address]

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

**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall-

- i Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- ii Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii Not indulge in any collusion, Bid-rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- iv Not misuse any information shared between the procuring entity and the bidders with an intent to gain an unfair advantage in the procurement process;
- v 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;
- vi Not obstruct any investigation or audit of a procurement process;
- vii Disclose conflict of interest, if any; and
- viii 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.

A bidder may be considered to be in conflict of interest with one or more parties in the 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 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 Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of the bidder

Place:

Name:

Designation:

Address:

**Note:- Annexure “B” is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking any clarification.**

**Grievance Redressal during Procurement Process****The designation and address of the First Appellate Authority :**

For works costing up to Rs. 300.00Lakhs - Jaipur Development Commissioner, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

**The designation and address of the Second Appellate Authority:**

For works costing up to Rs. 300.00Lakhs - Executive Committee, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs - Principle Secretary/ACS, Urban Development & Housing Department, GOR, Jaipur.

**(1) Filing an appeal: -**

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which, he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

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

**(3)** If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the 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) Appeals 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 the need of procurement
- (b) Provisions limiting the 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 Appeals: -**

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

- (b) The fee shall be paid in the form of a bank demand draft or banker's cheque of a scheduled bank in India payable in the name of the appellate authority concerned.

**(7) Procedure for disposal of Appeal: -**

- (a) The first appellate authority or second appellate authority as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing
- (b) On the date fixed for hearing, the first appellate authority of the second appellate authority, as the case may be shall-
  - (i) Hear all the parties appeal presenting 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 a copy of the 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.

**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 the 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 the contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of the 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 circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provided in the conditions of the contract.
- (iii) 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 the 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, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

## Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA & Bid Submission on 'e-Procurement Portal' of Government of Rajasthan: -

### A\*Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA

#### 1-Participate in tender

- a) Bidder can access 'Online Tender Participation' Portal of JDA at <https://jda.urban.rajasthan.gov.in/jda> or by Single-Sign-On at <http://service.jaipurjda.org>.
- b) Create user Login with a valid mobile number to register yourself for various Online Services of JDA.
- c) Select 'Proceed as Citizen' and then 'Proceed for Subscription' for 'Tender Online Payment'. The prevailing plan for getting registered for tendering process of JDA is Rs. 500.00 with a validity period of 3 Years (renewable).
- d) After successful payment, re-login and upload required documents for KYC (Know Your Client) compliance as per the type of entity viz. Individuals/ Company/ Partnership Firms/ Trusts & foundations. Besides, Bank Passbook / Cancelled Cheque consisting of Bank Account, IFSC Code is mandatory to be uploaded, to refund the bid security of unsuccessful bidder.
- e) After receiving the payment successfully and approving KYC documents the bidder will be authenticated by JDA for taking part in Tender.

#### 2-Deposit Tender Fee, RISL processing fee and Bid Security (EMD)

- **Option-1:** 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.
- **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.

#### 3-Deposit Bid Security (EMD)

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

#### 4-Obtain Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt based on 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.

### B-\*\*Bid Submission on 'e-Procurement Portal' of Government of Rajasthan

- 1- Online e-Bid can be submitted after registration at e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

- 2- It is mandatory to upload Bid Participation Receipt with the bid submission.
- 3- Details of online payment available on Tender Participation Portal of JDA have to be filled in 'offline payment' section of e-Procurement portal.

**Note**

- 1- Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal.
- 2- In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
- 3- To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, nCode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4- JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5- Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
- 6- Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in 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](mailto:eproc@rajasthan.gov.in)

Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- 7- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10- The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.



<b>Jaipur Development Authority, Jaipur.</b>	
<b>Bid Participation Receipt</b>	
	Date & Time:-
<b>Bid Detail</b>	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
<b>Bidder Detail</b>	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

<b>Specific Instrument for eProc Rajasthan</b>			
<b>Instrument Type</b>			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in).

**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 201<sup>st</sup> 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) BT 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>

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

**Table-II**

S. No.	Released SD DLP period	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	5 <sup>th</sup> 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



## Jaipur Development Authority, Jaipur

### Office Order

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

Dated: 4-10-2016

### Subject: Payment mechanism for participating in tender.

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

#### **A. Payment Options:**

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

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

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

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

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

##### **Option-3: Payment Gateway (Aggregator)**

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

#### **B. Bid Participation Receipt**

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

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

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

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

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

  
(Pawan Arora)  
Secretary

**Copy for information and further necessary action to:**

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

  
(Brijesh Kishore Sharma)  
OSD (RM)

## जयपुर विकास प्राधिकरण, जयपुर

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

172

दिनांक :-

12.7.17

### आदेश

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

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

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

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

(बृजेश किशोर शर्मा)  
निदेशक(वित्त)

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

1. वारंट निजी सचिव, आयुक्त, जविप्रा, जयपुर।
2. वारंट निजी सचिव, सचिव, जविप्रा, जयपुर।
3. निदेशक (वित्त/विवि/अभियांत्रिकी-प्रथम व द्वितीय/आयोजना/परियोजना, जविप्रा, जयपुर।
4. अतिरिक्त आयुक्त(प्रशासन/पूर्व/पश्चिम/एल.पी.सी./भूमि), जविप्रा, जयपुर।
5. संयुक्त आयुक्त(सिस्टम मैनेजमेन्ट/संसाधन एवं समन्वय), जविप्रा, जयपुर।
6. विशेषाधिकारी(संसाधन विकास), जविप्रा, जयपुर।
7. अतिरिक्त निदेशक(राजस्व एवं सम्पत्ति निस्तारण), जविप्रा, जयपुर।
8. समस्त जून उपायुक्तगण ..... , जविप्रा, जयपुर।
9. मुख्य लेखाधिकारी(पी. एण्ड ए.), जविप्रा, जयपुर।
10. उपनिदेशक(व्यय एवं बजट), जविप्रा, जयपुर।
11. वरिष्ठ लेखाधिकारी(निर्माण-प्रथम/द्वितीय/आर.सी.आर./पेंशन/नीलामी), जविप्रा, जयपुर।
12. सिस्टम एनालिस्ट, जविप्रा, जयपुर को प्रेषित कर लेख है कि सिस्टम में GST नम्बर सम्मिलित करने एवं Tax Invoice बनाने की प्रक्रिया तैयार करावे।
13. उप रजिस्ट्रार(सहकारिता), जविप्रा, जयपुर।
14. अविशेषी अभियन्ता जून ..... , जविप्रा, जयपुर।
15. वरिष्ठ उद्यानविज्ञ, जविप्रा, जयपुर।
16. लेखाधिकारी (भुगतान/योजना/निर्माण)/सहायक लेखाधिकारी, जविप्रा, जयपुर।
17. प्रमारी अधिकारी, नागरिक सेवाकेन्द्र, जविप्रा, जयपुर।
18. सलाहकार(जनसम्पर्क), जविप्रा, जयपुर।
19. रोकडियॉ(निर्माण/सिविल/भूमि आवृत्ति), जविप्रा, जयपुर।
20. रक्षित पत्रावली

अति.निदेशक(रा.एवं स.नि.)





	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	साधिकार प्रकाशित	Published by Authority
	आश्विन 30, शुक्रवार, शाके 1943-अक्टूबर 22, 2021 <i>Asvina 30, Friday, Saka 1943- October 22, 2021</i>	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

**FINANCE (G&T) DEPARTMENT****NOTIFICATION****Jaipur, October 22, 2021**

**G.S.R.364** .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

**1. Short title and commencement.-** (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

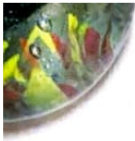
**2. Insertion of new rule 75A.-** After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

**"75A. Additional Performance Security.-** (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

**Explanation :** For the purpose of this rule,-

- Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.





(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G&T(SPFC)/2017]

By Order of the Governor,

Vimal Kumar Gupta,  
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।



## जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा/अधि. अभि./त.स.नि.अ.-1/2021/डी-75

दिनांक :- 26/8/2021

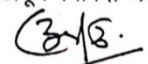
To

Contractor's Association  
Jaipur Development Authority  
Jaipur.

जयपुर विकास प्राधिकरण में विभिन्न कार्यों हेतु कार्यों की प्रकृति के अनुसार निविदाएँ, कार्यालय आदेश क्रमांक JDA/Ex.En. (TA to Dir.Engg.-I)/2014-15/D-202 Dated:16.02.2015 द्वारा एकल बिड व Two bid में invite की जाती है। निविदाओं के evaluation के दौरान प्रायः यह देखा जाता है कि निविदाकर्ता द्वारा निविदा प्रपत्र में अंकित दिशानिर्देशों के अनुसार प्रस्तुत किए गये आवश्यक दस्तावेज या तो अधूरे होते हैं या चाहे गये प्रफोर्मा प्रपत्र के अनुसार नहीं आवेदित किए जाते हैं। इस कारण से कई बार निविदाएं छोटी-छोटी गलतियों की वजह से निरस्त हो जाती हैं या Particular bidder disqualify हो जाते हैं। कुछ सामान्य गलतियाँ निम्नानुसार हैं:-

1. Schedule 1 to 4 को नहीं भरना।
2. RTPP प्रपत्र A,B,C,D को नहीं भरना व हस्ताक्षर नहीं करना।
3. निविदा दस्तावेज विभिन्न दस्तावेजों पर स्वयं के या नोटेरी के हस्ताक्षर नहीं होना।
4. रजिस्ट्रेशन की प्रति नहीं लगाना।
5. EMD Receipt नहीं लगाना।
6. Work performance certificate नहीं लगाना।
7. Non Judicial Stamp पर दी जाने वाली सूचनाएं सामान्य प्रष्ठ पर देना।
8. Two bid निविदाओं में वर्ष वार कार्य की मात्राएं एवं राशि नहीं देना।
9. अनावश्यक दस्तावेज उपलब्ध कराना।
10. Online bidding के लिए आवश्यक विभिन्न शुल्क जमा नहीं कराना।
11. GST Clearance Certificate नहीं लगा होना।
12. Certificate having quantities financial year wise should not be missing.
13. Certificate of maximum value of similar nature work executed in any one last financial year out of last five financial year.
14. Annual turn over certificate by CA नहीं लगाना।
15. मशीनरी की details संलग्न नहीं करना।
16. Bid Fee, Bid Processing Fee, Tax Clearance Certificate should not be missing.
17. Completion certificate of required similar nature component is to be enclosed.
18. Litigation History Should be enclosed.
19. Information regarding existing commitments and ongoing works should be enclosed.

इस सम्बन्ध में सभी निविदाताओं को सूचित किया जाता है कि निविदाएं जमा करने से पहले निविदा प्रपत्र में अंकित व चाहि गयी सूचनाएं उचित तरीके से भर कर ही निविदा प्रस्तुत करे जिससे अनावश्यक रूप से निविदा निरस्तीकरण से बचा जा सके। त्रुटीपूर्ण निविदा की स्थिति में निविदाता स्वयं ही जिम्मेदार होंगे।

  
अधीक्षण अभियन्ता एवं  
तक.सहा. निदे. (अभि.-प्रथम)  
जविप्रा, जयपुर

रामकिशोरव्यासभवन, इन्दिरासर्किल, जवाहरलालनेहरूमार्ग, जयपुर-302004

दूरभाष:- ईपीबीएक्स - +91-141-2569696 एक्सटेंशन: (7209); फैक्स- +91-141-2574555

e-Mail : {sudhirsharma.jda@rajasthan.gov.in}

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## जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा/अधि. अभि./त.स.नि.अ.-1/2021/डी-75

दिनांक :- 26/8/2021

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निजी सचिव, आयुक्त, जविप्रा, जयपुर।
2. निजी सचिव, सचिव, जविप्रा, जयपुर।
3. निदेशक (अभियांत्रिकी-प्रथम/द्वितीय/वित्त), जविप्रा, जयपुर।
4. समस्त अतिरिक्त मुख्य अभियन्ता, जविप्रा, जयपुर।
5. समस्त अधीक्षण अभियन्ता, जविप्रा, जयपुर।
6. समस्त अधिशाषी अभियन्ता, जविप्रा, जयपुर।
7. रक्षित पत्रावली।


अधिशाषी अभियन्ता एवं  
तक.सहा. निदे. (अभि.-प्रथम)  
जविप्रा, जयपुर

रामकिशोरव्यासभवन, इन्दिरासर्किल, जवाहरलालनेहरुमार्ग, जयपुर-302004

दूरभाष- : ईपीबीएक्स - +91-141-2569696 एक्सटेंशन: (7209): फ़ैक्स- +91-141-2574555

e-Mail : {sudhirsharma.jda@rajasthan.gov.in}

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	<b>राजस्थान राजपत्र</b>	<b>RAJASTHAN GAZETTE</b>
	<b>विशेषांक</b>	<b>Extraordinary</b>
	<b>साधिकार प्रकाशित</b>	<b>Published by Authority</b>
	पौष 22, बुधवार, शाके 1943-जनवरी 12, 2022 <i>Pousa 22, Wednesday, Saka 1943- January 12, 2022</i>	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

## FINANCE (G&amp;T) DEPARTMENT

## NOTIFICATION

Jaipur, January 12, 2022

**G.S.R.398** .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

**1. Short title and commencement.-** (1) These rules may be called the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2022.  
(2) They shall come into force from the date of their publication in the Official Gazette.

**2. Amendment of rule 75.-** In rule 75 of the said rules,-

- in proviso to sub-rule (2), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted; and
- in proviso to clause (f) of sub-rule (3), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted.

[No. F.2(1)FD/G&amp;T(SPFC)/2017]

By Order of the Governor,

Vimal Kumar Gupta,  
Joint Secretary to the Government.

1936

Government Central Press, Jaipur.





# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

www.jda.urban.rajasthan.gov.in

No. JDA/ E.E. & (TA to Dir. Engg.-I)/2022/D-194

Dated: - 6/9/2022

## Office Order


In the standard bid document (Two bid system) of JDA, Clause 5: Rejection of Bids, subclause (iii) shall be replaced and read as under with immediate effect:-

S.N.	Provision as per standard Bid document	As per GoR orders F.8(15)Fin/SPFC/2020 dated 17.05.2022
1.	"If all the copies enclosed in support and affidavit is not duly attested by notary public/gazetted officer/Self (as per order No F 14(22)JDA/Estt./2014 Dated 01.01.2015) then bid of the bidder is to be rejected."	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/type of file specified in evaluation and Qualification criteria 'All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed'.

The following additional condition should be added in the standard Bid document (Two Bid system)


1. The Affidavits and Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.
2. In case of single Bid system Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.

This will be enforced with immediate effect.

  
Director Engineering-I  
JDA, Jaipur

Copy to:-

1. Director (Engineering-I/II/III/IV), JDA, Jaipur.
2. Director (Finance), JDA, Jaipur.
3. C.F. JDA, Jaipur.
4. All Additional Chief Engineers, JDA, Jaipur.
5. All Superintending Engineers, JDA, Jaipur.
6. All Executive Engineers, JDA, Jaipur for include this in every bid instead of previous condition.
7. O.S.D. (RM)/A.D.R. , JDA, Jaipur.
8. Sr. Horticulture, JDA, Jaipur.
9. Sr. A.O., JDA, Jaipur.

  
Director Engineering-I  
JDA, Jaipur

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Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004  
Direct Line- {+91-141-2563234} : EPABX - +91-141-2569696 Extn : {7203} : Fax - +91-141-2574555

# JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/Ex.En. (TA to Dir. Engg-I)/2015-16/D- 374

Dated: 31/6/15

## Office Order

Subject:- Amendments in provisions of tendering for single bid and two bid systems.

As per the decision taken in the 195th meeting of Executive Committee held on 22.05.2015 w.r.t. agenda no. 195:18 part 'A' related to amendments in provisions of tendering for joint venture. Following decision has been taken :-

### Joint Venture limit and conditions

Procedure	Existing Procedures available due to issuance of order vide JDA/Ex.En-Pr 5 & TA/2013/1-43 dated 27/02/2013	As per approve in E.C. held on 22.05.2015
Joint Venture	अधिकांश में निविदा में Joint Venture हेतु कोई स्पष्ट मापदण्ड नहीं है। वर्तमान परिप्रेक्ष्य में 300 करोड़ रुपये से अधिक की निविदाओं में Joint Venture लागू किया जाता है। इसके अलावा Joint Venture विशिष्ट प्रकृति के कार्य में ही सहाय स्वीकृति उपलब्ध लागू किया जाएगा, जिसकी लागत 300 करोड़ रुपये से कम भी हो सकती है।	The revision in Joint Venture limit from Rs. 3.00 crore. to Rs. 10.00 crores and its conditions were approved. It was also decided that in case Joint venture is invited for works costing less than Rs. 10.00 crores, a committee comprising of Director (Engg.), Director (Finance) and Additional Chief Engineer (concerned) be authorized to give necessary approval for the same.

This order shall come in force with immediate effect and henceforth will be applicable on all the bids being issued after issuing of this order.

### Conditions of Joint venture shall be as follows:-

In case the bidder comprises a joint venture or consortium, following requirements shall also be complied with:-

- The total number of J.V. partners shall not exceed 2 (Two). They must designate lead partner duly authorized by all the members who will represent the J.V. Any of the two partners can be lead partner. The lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the partners.
- The partner-in-charge (or, the lead partner) shall be authorized to incur liabilities and to receive instructions on the behalf of the partners of the Joint Venture, whether jointly or separately, and entire execution of the contract (including payment) shall be carried out exclusively through the partner-in-charge.
- The share of one of the two partners shall not be less than 26% and rest of the share shall be held by other partner (For example if share of one partner is 26% then for other partner it will be 74%.) The JDA will only send communication to the lead partner, which will be deemed to have been sent to all the J.V. partners. Similarly, any negotiation and / or agreement with the lead partner shall be deemed to have been concluded with all the J.V. partners. All the members of J.V. shall be bound by the said communication and all acts/deeds of the lead member.
- Any one of the two partners, alone, should fulfill the Technical Criteria. Similarly, any one of the two partners, alone, should fulfill the Financial Criteria. For rest of the eligibility criteria, qualifications of the two partners may be clubbed together.
- The individual partner of J.V. alone or with other partners cannot participate in the same bid.
- Bid capacity is to be calculated by clubbing turn over and work in hand of all the joint venture firms.



- c. Attested copy of the MoU/Agreement/power of attorney entered into by the joint venture/consortium members duly notarized, shall be submitted along with the bid with intended percentage participation nomination of lead member and division of responsibility to clearly define the work of each member etc.
- d. All the members of the joint venture/consortium shall be jointly and severally liable for the execution of the Contract.
- e. In the event of default by any member of the joint venture/consortium in the execution of his part of the contract, the partner-in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of the part of contract.
- f. If initially the bid has purchased and submitted by the any partner or by the JV firm, in case of JV bid accepted the work order will be issued in favour of name of JV and the bidder will submit details of JV bank account to which payment is to be deposited by JDA.
- g. The experience certificate will be issued as per percentage of the shareholders defined in the JV agreement of the two partners.

Any change in these conditions can be made after due approval from competent authority i.e EC.

**Director (Engineering-I)**  
**JDA, Jaipur**

Copy to following for information and necessary action:-

1. PS to JDC, JDA, Jaipur.
2. L to Secretary, JDA, Jaipur.
3. Director Engineer I/II, JDA, Jaipur.
4. Director (Engrg), JDA, Jaipur.
5. CE, 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 (L&B) JDA, Jaipur.
14. All AOs, JDA, Jaipur.
15. All AAOs, JDA, Jaipur.
16. System Analyst
17. All Contractors' Association, JDA, Jaipur.
18. Guard file

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

# SPECIAL CONDITION OF THE CONTRACT FOR

## PRE QUALIFICATION OF CONTRACTORS

**Name of Work:- Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur.**

Special conditions of contract for **PRE QUALIFICATION** 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. These conditions are over and above all the conditions.

### 1. Procedure:

Procedure for **PRE QUALIFICATION** would be as follow:

- (a) Bid document shall be submitted on line through E-procurement website **[http:// www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)** with Digital Signature Certificate (DSC). The bid is to be submitted in **3 envelops** which shall comprise of-  
**Envelop-1** being for Registration, Bid Security, Bid fee, Bid Processing Fee  
  
**Envelop-2** being for Technical Bid and  
  
**Envelope-3** being for Financial Bid.
- (b) The technical bid will be opened only of those bidders those proper deposit Cost of Bid, Bid processing fee, Bid Security, GST registration and copy of registration of contractor in required category (registered in "AA" class in JDA/ Any Central Government Department/State Government Department/local body/railways or Corporations) are found to be in order. All the payments will be accepted through on line process only.
- (c) The Technical Bid envelope would be opened on the date 07.08.2025 at 3:00 PM online, JDA Campus, Jaipur.
- (d) The online 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:-

- (a) The bidder should have executed following quantities of work in last five financial year. However the bidder may opt current year in the said financial assessment period



S. No.	ITEM	Quantity*
1	P/L/J of sewer lines 400 mm & above dia (In R.Mtr.)	4164.00
2	P/L/J of sewer lines by trenchless technology for min size 225 mm (outer dia) and above (In R.Mtr.)	670.00
3	GSB/WMM/WBM (in cum) <b>Note: If quantity is mentioned in Sqm than thickness should also be mentioned by the Concerning Authority to assess the quantity in Cum</b>	4895.00
4	BT work by paver (DBM/SDBC/BC etc.) (M.T.) <b>Note:</b> ➤ If quantity in certificate is mention in Cum than considering Density for DBM/SDBC etc. as - 2.28 MT/cum & for BC as - 2.30 MT/Cum, Quantity will be calculated to convert it into MT If quantity in certificate is mention in Sqm than thickness is mandatory to be mentioned by the Concern Authority to convert the qty in MT as per the density mention above.	1404.00

The bidder has to furnish certificate in units as desired. In case work executed/completed has other units for measurement then certificate as per qualifying criteria has to be furnished.

**Note :-**

- i **The Bidder should enclose the certificate having quantities financial year wise otherwise the certificate will not be considered.**
- ii **Quantities of all the items mentioned in criteria 2(a) should be executed during last five financial year.**
- iii **Certificate issued by Govt. of India, State Govt., Union Territory and Govt. Undertakings, Autonomous Bodies shall only be considered.**
- (b) The bidder should have completed/executed at least ONE similar work in last **SEVEN** financial years (including current year, if opted by the bidder) of value minimum 50% of the estimated cost of the work (bid cost) updated to present price level.

**Note :-**

- (i) **The starting & completion date of the work is to be in between above said financial years. If no, then maximum work (not less than 70%) is to be completed/ executed in above said financial year.**
- (ii) **If bidder submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.**
- (c) The bidder should have achieved an annual financial turnover of at least 60% of the estimated cost of the work (bid cost) in any one of last **SEVEN** financial years (including current year, if opted by the bidder)

**Note:--**

- (i) **The bidder should enclose certificate of Turn over from Chartered Accountant for last Seven financial years & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).**

(ii) **If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.**

(d) The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule– III, for the execution of this work.

(e) Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value.

The available bid capacity will be calculated as under:

**Bid Capacity= (A x N x 3 – B)**

Where

A = Maximum value of civil engineering work of similar nature major- sewer work (executed in any one year during the last 7 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the Seven year assessment period

N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 1.5.

B = Value, at present price level of existing commitments and ongoing works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

**Note:-**

(f) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in last five Financial Year.**

(g) **Litigation History:-**Bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last FIVE years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation/arbitration resulting from contracts executed in last FIVE years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI.

**Note:-**

(i) The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous year's value shall be given weight age of 10% per year as follows :-

(a)	<b>For Current Year-</b>	<b>2025-26</b>	<b>1.00</b>
(b)	<b>For first last year -</b>	<b>2024-25</b>	<b>1.00</b>
(c)	<b>For second year</b>	<b>2023-24</b>	<b>1.10</b>
(d)	<b>For third years</b>	<b>2022-23</b>	<b>1.21</b>
(e)	<b>For Fourth years</b>	<b>2021-22</b>	<b>1.33</b>
(f)	<b>For Fifth years</b>	<b>2020-21</b>	<b>1. 46</b>
(g)	<b>For Sixth years</b>	<b>2019-20</b>	<b>1. 60</b>

(h) For Seventh years 2018-19 1. 76

### 3. **Documentation :**

The bidder should furnish the following documents along with the technical bid:

- (a) Information regarding financial resources and capability in Schedule –I.
- (b) Information regarding works executed in the last SEVEN years in Schedule–II
- (c) Certificates from the concerned Engineer–In–Charge in support and verification of the information furnished in Schedule–II
- (d) Affidavit regarding machinery and equipment required for deployment, as detailed in scheduled – III.
- (e) Information regarding details of maximum value of civil engineering works executed during the last five years taking into account the completed as well as works in progress in schedule – IV.
- (f) Information regarding existing commitments and ongoing works to be completed in schedule – V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule – VI.
- (h) Calculation of Bid capacity in schedule – VII.
- (i) Affidavit as per Annexure I.
- (j) Information regarding technical staff to be furnished in Schedule-VIII

### 4. **Important Notes:**

- (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (b) The bidder should give an affidavit that the information furnished in schedule I, to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.
- (c) Bidders must do paging of all enclosure of bid documents.

### 5. **Rejection of bids**

The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (j) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money & GST registration of bidder in required category it would be liable for rejection.
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) The bidder shall prepare bid in the digital/ electronic mode for uploading on e-procurement portal in the format/type of file specified in evaluation qualification criteria” all the documents uploaded should be digitally signed with DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed.”
- (iv) The self-declaration and annexure “B” enclosed by the bidder regarding qualifications of RTPP Act, 2012 and Rules, 2013 along with bid documents, should be signed by the participating bidders before uploading bid documents otherwise the bid will be rejected as per officer order No. 194 dated 06.09.2022.

### 6. **Eligibility**

- (i) The bid for this contract will be considered only from those bidders (proprietorship firms, partnership firms, companies, corporations,) who meet requisite qualification criteria prescribed.

- (ii) Bidders shall not have conflict of interest. All bidders to have a conflict of interest in this bid shall be disqualified. Bidders shall be considered to have a conflict of interest if:
- One firm applies for bid both as an individual firm and in a group.
  - If bidders in two different applications have controlling shareholders in common.
  - Submit more than one application in this bid process.
  - If the bidder has participated as a consultant or it has more than 50% stake in consultant engaged in the preparation of the design or technical specification of the works that are subject to this bid.
  - A firm which has purchased the bid documents in their name can submit the bid as an individual firm only.
  - Bidders must not have been black listed or de registered by any Central/ State Government department or Public Sector Undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 3 years. The bidder should submit undertaking on Non Judicial stamp of Rs.100/- to this effect in the Performa of **Annexure 2**.
- (iii) A firm shall submit only one bid either by himself. If a firm submits more than one bid by himself, all the bids in which he has participated shall be considered invalid.
- (iv) All bids submitted shall include the following information.
- All the bidders shall submit with his bid, general information about the bidder in prescribed Performa of ( **Annexure 3, page 1 of 2**) with full details of his ownership and control and, if the bidder is joint venture or consortium , full details of ownership and control of each member thereof (**Annexure 3, page 2 of 2**)
  - JV is applicable as per JDA's order no. D-374 Dated 03.06.2015 and RTPP Rules-2013 Sr. 39

## 7. Bid Evaluation Sheet:--

The contractor has to submit on line, duly filled Bid Evaluation Sheet in the prescribed form given as **Annexure-4**. For this purpose the bidder should mark page numbers on all the documents being uploaded by him in support of the bid and mention carefully the relevant page number in the Bid Evaluation Sheet. Any unwanted pages should not be uploaded. Only the page number mentioned by the bidder in the respective column No 5 of the Bid Evaluation sheet will be considered for evaluation of the bid.

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

**SCHEDULE-I****FINANCIAL RESOURCES AND CAPABILITY****(Reference clause 3(a))**

1. Name of Bidder:-

2. Total financial turnover achieved by the bidder in the last seven financial years;

<b>S.No.</b>	<b>Year</b>	<b>Turnover</b>
(1)	<b>2025-26</b>	
(2)	<b>2024-25</b>	
(3)	<b>2023-24</b>	
(4)	<b>2022-23</b>	
(5)	<b>2021-22</b>	
(6)	<b>2020-21</b>	
(7)	<b>2019-20</b>	
(8)	<b>2018-19</b>	

Note: Balance Sheets and Profit & Loss Accounts is to be enclosed by the bidder which is considered by him as per criteria 2(a).

3. Total financial Turnover projected in the current financial year.
4. Has the bidder ever been debarred from tendering for Central Government/State Government/any Government undertaking?  
Yes/No, If yes, give details.
5. Has bidder ever been declared insolvent?  
Yes/No, If yes, give details.
6. Name(s) and Address of Branch/(s) for bidder's Bankers.

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date:

**SCHEDULE-II****(Reference clause 3(b)& 3(c))**Attested photo of the  
bidder**DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST FIVE FINANCIAL YEARS**

<b>S. No.</b>	<b>Name of Works (with agreement No. &amp; Date)</b>	<b>Client</b>	<b>Place (district/state)</b>	<b>Financial Year</b>	<b>Principal Items of work As per 2(a)</b>

Note:- Certificates from concerned Engineers-in-charge should be enclosed in support and verification of the above statement.

Date:

**SCHEDULE-III****(Reference clause 3(d))****Self Declaration**

I/We.....Proprietor/Partner/ Authorized signatory of  
 M/s.....under take the oath that I/We will deploy the machinery and  
 equipment listed below as and when required in the execution of this work.

S. No.	Name of Machinery	Minimum Requirement	Availability	
			Owned	Leased
1.	Total stations /Auto level	2		
2.	Poklain	1		
3.	Hydra 20 T	2		
4.	JCB	6		
5.	Dumper	6		
6.	Vibrator (Needle/ Plate / screed)	2		
7.	Water Tanker	2		
8.	Tractor with Trolley	2		
9.	Sensor Paver	1		
10.	Vibratory Roller	2		
11.	Static Roller	2		
12.	Earth Compactor	1		

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Signature of Bidder

Note:- This self declaration is mandatory to be signed by the bidder failing which the bid shall summarily be rejected without asking any clarification.

**SCHEDULE-IV****(Reference clause 3(e))**

**DETAILS OF MAXIMUM VALUE OF CIVIL WORKS of SIMILAR NATURE (P/L/J of Sewer line with construction of man hole) EXECUTED IN ANY ONE YEAR DURING LAST SEVEN YEARS.**

<b>FINANCIAL YEAR IN LAST SEVEN YEARS</b>	<b>COST OF WORK EXECUTED IN FINANCIAL YEAR</b>



**SCHEDULE-V****(Reference clause 3(f))****DETAILS OF EXISTING COMMITMENTS & ON GOING WOERKS TO BE COMPLETED**

<b>S. No.</b>	<b>Name of Works (with agreement No. &amp; Date)</b>	<b>Client</b>	<b>Cost of work as per Work Order</b>	<b>Stipulated date of commencement</b>	<b>Stipulated date of completion</b>	<b>Value of balance work on date of tender</b>	<b>Likely date of completion of balance work</b>

**SCHEDULE-VI****(Reference clause 3(g))****DETAILS OF LITIGATION OR ARBITRATION CONTRACTS**

<b>S. No.</b>	<b>Name of Works (with agreement No. &amp; Date)</b>	<b>Client</b>	<b>Work Order</b>	<b>Disputed Amount claimed in Litigation/ Arbitration</b>	<b>Date of Raising Disputed Amount</b>	<b>Actual Award Amount, if the case is Decided</b>	<b>Cause of Litigation &amp; matter in Dispute</b>

**SCHEDULE-VII****(Reference clause 3(h))****BID CAPACITY**

1.	A= Maximum value of civil Engineering works Executed in any one year during the last Seven Years (Updated to present price level)	.....Lacs	Certified details enclosed at Page No.....
2.	N= Number of years prescribed for completion of the work for which bids are invited	1.5	
3.	B= Value, at present price level of existing Commitments and ongoing works to be Completed during the next N Period.	.....Lacs	Certified details enclosed at Page No.....

Bid Capacity=  $A \times N \times 3 - B$

= .....Lacs

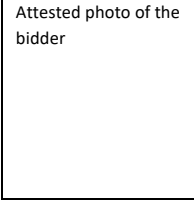
**Schedule- VIII**  
**(Reference clause 3(J))**

**Details Regarding Evaluation Criteria**

**Name of work :- Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur**

S. No.	Item	Minimum Requirement (As per Bid)	Remark			
				Year	Qty.	Page No.
1	Copy of GST Reg. Certificate					
2	Copy of Registration certificate					
3	1. Proof of Bid Security deposition 2. Proof of bidding document cost deposition 3. Proof of RISL fees deposition.					
4	The bidder should have executed following quantities of work in last five financial year. However the bidder may opt current year in the said financial assessment period					
a	P/L/J of sewer lines 400 mm & above dia (In R.Mtr.)	4164.00				
b	P/L/J of sewer lines by trenchless technology for min size 225 mm (outer dia) and above (In R.Mtr.)	670.00				
c	GSB/WMM/WBM (in cum) Note: If quantity is mentioned in Sqm than thickness should also be mentioned by the Concerning Authority to assess the quantity in Cum	4895.00				
d	BT work by paver (DBM/SDBC/BC etc.) (M.T.) Note: ➤ If quantity in certificate is mention in Cum than considering Density for DBM/SDBC etc. as - 2.28 MT/cum & for BC as - 2.30 MT/Cum, Quantity will be calculated to convert it into MT If quantity in certificate is mention in Sqm than thickness is mandatory to be mentioned by the Concern Authority to convert the qty in MT as per the density mention above.	1404.00				
5	The bidder should have completed/executed at least ONE similar work in last SEVEN financial years (including current year, if opted by the bidder) of value minimum 50% of the estimated cost of the work (bid cost) updated to present price level.					
6	The bidder should have achieved an annual financial turnover of at least 60% of the estimated cost of the work (bid cost) in any one of last SEVEN financial years (including current year, if opted by the bidder)					
7	The bidder should give declaration to deploy the machinery and equipment as specified in schedule-III, for the execution of this work. Duly Self attested.					
8	Bid Capacity (AxB) (RTTP Act/Rules) Here A is Maximum value of civil engineering work executed in any one of last 7 financial years. N is number of Years Prescribed for completion of the work. B is value at present price level of existing commitments and ongoing.					
9	Declaration in support of information finished by bidder in Annexure-I					
10	Schedule-VI (Details of Litigation).					
11	Signed Annexure "B"(RTTP Act/Rules)					

Note:- This sheet must be prepared and submitted by the bidders.



## **Self Declaration**

I/We.....Proprietor/Partner/Authorized                      signatory                      of  
M/s.....under take the oath that the information furnished by me/us in schedule I to  
VIII of the assessment Bid for.....is  
correct to the best of my/our knowledge. If any information is found to be incorrect JDA has right to reject the Bid and  
to take action against me/us as per rules.

.....

Proprietor/Partner/Authorized signatory

M/s.....

.....

Note:- This Self Declaration is mandatory to be signed by the bidder failing which the bid shall summarily be  
rejected without asking any clarification.

(Refer clause 6,(ii),f, of Special Conditions of Contract)

## **UNDERTAKING FOR NOT BLACKLISTED**

(Self-Declaration)

**(On a Non Judicial Stamp of Rs 100/-)**

We do hereby undertake that we have not been Blacklisted or Deregistered by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc., and also that none of our work has rescinded by the client after award of contract during last 3 years.

Stamp and Signature of Authorized Signatory

-----

Note:

1. The undertaking shall be signed by authorized signatory of the bidder.

**GENERAL INFORMATION OF TENDERER****ANNEXURE 3****page 1 of 2**

Refer clause 6(IV, 1) of Special Conditions of Contract for Pre-qualification of contractors.

<b>A. BIDDER INFORMATION SHEET</b>		
BIDDER's Legal Name	Sole Proprietorship Firm/Partnership Firm /Private Limited Company/Public Limited Company/ Joint Venture/Consortium	
In case of single entity, ownership & control of the Tenderer		
In case of JV/Consortium, Legal name of each partner with percentage participation (also Provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
Lead member of JV/Consortium,		
Bidder's actual or intended country of constitution		
Bidder's legal address, telephone numbers, fax numbers, e-mail address.		
Bidder's authorized representative or person-in-charge in case of JV/Consortium, (name, designation address)		

SIGNATURE OF AUTHORIZED SIGNATORY

ON BEHALF OF BIDDER

<b>B. JV/CONSORTIUM MEMBER INFORMATION</b>	
JV/Consortium Member of Legal Name	
Legal status of the JV/Consortium Member	Sole Proprietorship Firm/Partnership Firm /Private Limited Company/Public Limited Company
Ownership & control of the JV/Consortium Member	
JV/Consortium Member country of constitution	
JV/Consortium Member of legal address, telephone numbers, fax numbers, e-mail address)	
JV/Consortium Member's authorized representative (name, designation address)	

**ATTACH ATTESTED COPIES OF FOLLOWING ORIGINAL DOCUMENTS**

- Document in support of legal status and ownership & control of the bidder or each member in case of JV/Consortium (undertaking for sole proprietorship/ partnership deed/ Memorandum & Articles of Association
- In case JV/Consortium, submit MoU/Agreement (duly notarized) entered into by the joint venture/consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.
- Authorization/POA in favour of authorized representative of tenderer to represent the bidder and also in favour of authorized representative of each member in case of JV/Consortium

SIGNATURE OF AUTHORIZED  
SIGNATORY

ON BEHALF OF BIDDER



**Bid Evaluation Sheet**

**Name of Work:- Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur.**

S.No.	Criteria	Required Qualification	Bidders qualification (YES/NO)	Bidders uploaded document Page No. in support of qualification.	Remark (If any)
1	2	3	4	5	6
	Special Conditions of Contract for Pre-Qualification				
1	<b>Clause (1b) Procedure</b>				
	Cost of Bid Document	Rs. 5000/-			
	Bid processing fee	Rs. 2500/-			
	Bid Security:-	Amount (INR) : 2% (Rs. 84,97,331/-) for AA class contractor or equivalent contractor registered in other Govt. department and 0.5% (21,24,333/-) for AA Class contractor enlisted in JDA.			
	GST registration				
	Copy of registration of contractor	(registered in "AA" class or equivalent in JDA/Any Central Government Department/State Government Department/local			

S.No.	Criteria	Required Qualification	Bidders qualification (YES/NO)	Bidders uploaded document Page No. in support of qualification.	Remark (If any)
1	2	3	4	5	6
		body/railways or Corporations)			
<b>2</b>	<b>Clause (2a) Criteria</b>				
	The bidder should have executed following quantities of work in last five financial year. However the bidder may opt current year in the said financial assessment period				
1	P/L/J of sewer lines 400 mm & above dia (In R.Mtr.)	4164.00			
2	P/L/J of sewer lines by trenchless technology for min size 225 mm (outer dia) and above (In R.Mtr.)	670.00			
3	GSB/WMM/WBM (in cum) Note: If quantity is mentioned in Sqm than thickness should also be mentioned by the Concerning Authority to assess the quantity in Cum	4895.00			
4	BT work by paver (DBM/SDBC/BC etc.) (M.T.) Note: ➤ If quantity in certificate is mention in Cum than considering Density for DBM/SDBC etc. as - 2.28 MT/cum & for BC as - 2.30 MT/Cum, Quantity will be calculated to convert it into MT If quantity in certificate is mention in Sqm than thickness is mandatory to be mentioned by the Concern Authority to convert the qty in MT as per the density mention above.	1404.00			
<b>3</b>	<b>Clause (2b)</b>				
5	The bidder should have completed/executed at least ONE similar work in last SEVEN financial years (including current year, if opted by the bidder) of value minimum 50% of the estimated cost of the work (bid cost) updated to present price level.				

S.No.	Criteria	Required Qualification	Bidders qualification (YES/NO)	Bidders uploaded document Page No. in support of qualification.	Remark (If any)
1	2	3	4	5	6
A	Value of work executed	To be submitted and uploaded by bidder.			
B	Financial year				
<b>4</b>	<b>Clause (2c)</b>				
	The bidder should have achieved an annual financial turnover of at least 60% of the estimated cost of the work (bid cost) in any one of last SEVEN financial years (including current year, if opted by the bidder)				
A	Annual Turn over	To be submitted and uploaded by bidder.			
B	Financial Year				
<b>5</b>	<b>Clause (2d)</b>				
	Affidavit to deploy machinery and equipment as specified in Schedule - III, As per Clause 2d of Special Conditions.	To be submitted and uploaded by bidder with signature.			
<b>6</b>	<b>Clause (2e)</b>				
8	Bid Capacity= (A x N x 3 - B) As per Clause 2e of Special Conditions. Schedule-VII.	To be submitted and uploaded by bidder with signature.			

S.No.	Criteria	Required Qualification	Bidders qualification (YES/NO)	Bidders uploaded document Page No. in support of qualification.	Remark (If any)
1	2	3	4	5	6
(i)	A= Maximum value of civil engineering work of similar nature major-sewer work (executed in last 7 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the Seven year assessment period	To be submitted and uploaded by bidder with signature.			
(ii)	N= 1.5				
(iii)	B= Value, at present price level of existing commitments and ongoing works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited	To be submitted and uploaded by bidder with signature.			
<b>7</b>	<b>Clause (2f)</b>				
(iv)	Litigation History- As per Clause 2f of Special Conditions.	To be submitted and uploaded by bidder with signature.			
<b>8</b>	<b>Clause(3)</b> <b><u>Documentation</u></b>				
	Affidavit for Correctness of documents ( a to j)	To be submitted and uploaded by bidder with			

S.No.	Criteria	Required Qualification	Bidders qualification (YES/NO)	Bidders uploaded document Page No. in support of qualification.	Remark (If any)
1	2	3	4	5	6
		signature.			
	Schedule-I				
	Schedule-II				
	Schedule-III				
	Schedule-IV				
	Schedule-V				
	Schedule-VI				
	Schedule-VII				
	Schedule-VIII				
<b>9</b>	<b>Clause(3)(k)</b> <b><u>Documentation</u></b>				
	Declaration by bidder under RTTP Act. (Annexure A, B, C, D)	To be submitted and uploaded by bidder with Signature.			
	Annexure-A				
	Annexure-B				
	Annexure-C				
	Annexure-D				
10	<b>Clause(4)(b)</b>				

S.No.	Criteria	Required Qualification	Bidders qualification (YES/NO)	Bidders uploaded document Page No. in support of qualification.	Remark (If any)
1	2	3	4	5	6
	The bidder should give an affidavit that the information furnished in schedule I, to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules	To be submitted and uploaded by bidder with signature.			
11	Clause 6(f)				
	Undertaking for not being blacklisted.	To be submitted and uploaded by bidder with signature.			
	Annexure-1				
	Annexure-2				
	Annexure-3				

**Signature of Bidder with Seal**

# **SECTION – 1**

## **(Instructions to Bidders)**

## SECTION – 1

### INSTRUCTIONS TO BIDDERS

**1.0 Percentage Rate Bids are invited from eligible contractors for the “Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur”**

(hereinafter referred to as the “Contract Work”).

- The work include providing, laying and jointing of sewer line size of trunk sewer pipe line from RCC NP-3 1600 mm dia & Trenchless RCC 1600 mm dia. The work also include testing and commission of complete sewer network which to be laid under this project and road restorations work. For detail scope of work, refer to special technical specification of work.
- Any other work required to be carried out to complete the works in all respects in accordance with the provisions of the contract and / or as directed by the Engineer in Charge ensuring structural stability and safety during and after construction even though not specifically mentioned in the contract but reasonably implied as necessary for successful implementation of the contract

**1.0 COST OF BID DOCUMENTS, BID PROCESSING FEE**

The bidder shall bear all costs associated with the preparation and submission of the bids for the works and Jaipur Development Authority will, in no case, be responsible or liable for any such costs, regardless of the conduct or outcome of the bid process.

**1.2.1 Process for participation & Depositing Payment Online**

Jaipur Development Authority, has decided to receive Bidding document fee, RISL Processing Fee through online mode only for which the bidder has to get registered himself on JDA portal [www.jaipurjda.org](http://www.jaipurjda.org).

To participate in the bid, bidder has to be:

1. Registered on JDA website [www.jaipurjda.org](http://www.jaipurjda.org) (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years.)  
For participating in the Bid, the Bidder has to apply for this Bid and pay the bid Document Fee, RISL Processing Fee online only.
2. Registered on e-Procurement Portal of Government of Rajasthan [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.  
Methods for depositing online amount.
  - Online through internet Banking, Debit card or Credit Card.
  - In case the amount exceeds the online payment limit, the payment may be made through RTGS/NEFT/Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI Bank limited, JDA Campus Jaipur.

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



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

More details about Registration Process, Terms and Conditions and FAQ along with contact details is available on JDA website [www.jaipurjda.org](http://www.jaipurjda.org) under e-Services>>JDA tender.

**NOTE: JDA will not be responsible for delay in online submission due to any reason. To avoid this, bidders are requested to upload the complete bid well advance in time so as to avoid 11<sup>th</sup> hour issues like slow speed, chocking of web site due to heavy load or any other unforeseen problems.**

### 1.3 SITE VISIT

- 1.3.1 The bidder shall, prior to submitting his bid for the work, visit and examine the Site of works and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his bid and entering into a Contract - including, the actual conditions regarding the nature and conditions of site, availability of materials, labour, probable sites for labour camps, stores, etc., and the extent of lead and lift required for the work in complete form over the entire duration of the Contract after taking into consideration local conditions, traffic restrictions, obstructions in work, if any, and allow for all expenses likely to be incurred due to any such conditions, restrictions, obstructions, etc., in the quoted Contract price for the work.
- 1.3.2 A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 1.3.3 The bidder and any of his personnel or agents will be granted permission by the Director (Engineering) or his authorized nominee, on receipt of formal application in respect thereof a week in advance of the proposed date of inspection of site, to enter upon his premises and lands for purpose of such inspection, but only on the express condition that the Bidder, his personnel or agents, will release and indemnify, the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.

### 1.4 CONTENTS OF BID DOCUMENTS

- 1.4.1 The set of Bid Documents issued for the purpose of bidding shall comprise the following :

	DESCRIPTION
--	-------------

SECTION-1	INSTRUCTIONS TO BIDDERS
SECTION-2	GENERAL CONDITIONS OF CONTRACT
SECTION-3	OTHER CONDITIONS OF CONTRACT
SECTION-4	TECHNICAL SPECIFICATIONS
SECTION-5	FORM OF AGREEMENT
SECTION-6	BANK GAURANTEE
SECTION-7	DRAWINGS

- 1.4.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, and performance specification and drawings in the Bid Documents. Failure to with the requirements of Bid submission shall be at the Bidder's own risk. Pursuant to clause 1.18, bids which are not substantially responsive to the requirements of the Bid documents shall be summarily rejected.
- 1.4.3 At any time prior to the last date for submission of bids, the employer may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Documents by the issuance of an Addendum.
- 1.4.4 The Addendum will be prepared in writing and uploaded on E- Tendering portal for information of all prospective Bidder who wish to participate, and will be binding upon them, irrespective of whether the prospective bidder acknowledge receipt of the same or not.
- 1.4.5. The forms, Bill of Quantities, Performa and schedules provided in these Bid Documents shall be filled without exception (subject to extensions of the schedule in the same format).
- 1.4.6 The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied with an appropriate

translation of pertinent passages in English language. For the purpose of interpretation of the Bid, the English language shall prevail.

## 1.5 BID PRICES

1.5.1 Unless explicitly stated otherwise in the Bid Documents, the contract shall be for the whole work based on the departmental design, Bill of quantities, rates and prices submitted by the Bidder.

1.5.2 The Bidder shall fill in **rates on percentage above/below for all items of Schedule G (For BSR items)** of works described in the Bill of Quantities in both figures and words. In case, there is any discrepancy in the rates quoted in figures and words, the rate quoted in words will be applicable.

If on check there are discrepancies the following procedure shall be followed:-

- (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
- (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
- (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.

In case where percentage is given but the 'above' or 'below' not scored, the bid will be non-responsive.

The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.

1.5.3 All duties, taxes, fees and other levies (present and future) payable by the contractor under the Contract, or for any other cause, as on the date thirty days prior to the closing date for submission of bids, shall be included in the total Contract Price submitted by the Bidder and the evaluation and comparison of Bids by the Employer shall be made accordingly.

## 1.6 BID SECURITY

Amount (INR) : 2% (Rs. 84,97,331/-) for AA class contractor or equivalent contractor registered in other Govt. department and 0.5% (21,24,333/-) for AA Class contractor enlisted in JDA.

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.

**1.7 VARIATIONS OR DEVIATIONS IN BID DOCUMENTS**

- 1.7.1 The Bidder shall submit an offer which complies fully with the basic requirements of the Bid Documents as indicated in Drawings and Specifications.
- 1.7.2 All bidder are cautioned that no conditional offers, variations or deviations by the bidder in respect of any items proposed by the bidder shall be entertained or considered further in the process of bid evaluation. Furthermore, any deviation from contract conditions, specifications, or other requirements stipulated in these Bid Documents shall be summarily rejected as non-responsive.

**1.8 VALIDITY OF BID**

- 1.8.1 The Bid shall remain valid for a period of 120 days after the date of opening of bid.
- 1.8.1 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing through post, fax etc. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will neither be required nor permitted to modify his bid, but will be required to extend the validity of his Earnest Money correspondingly. The provision of Clause 1.6 regarding discharge and forfeiture of earnest money shall continue to apply during the extended period of bid validity.

**1.9 FORMAT AND SIGNING OF BIDS**

- 1.9.1 If the Bid is made by a proprietary firm, it shall be signed by the proprietor with his full name and the full name of his firm with its current address.
- 1.9.2 If the bid is made by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the power of Attorney shall accompany the Bid. The Certified copy of the partnership deed, current address of the firm and full name and current address of all the partners of the firm shall also accompany the Bid.
- 1.9.3 If the bid is made by a private limited company or a public limited corporation, it shall be signed by a duly authorised person holding the power of attorney for such limited company or corporation. A certified copy of the Power of Attorney shall accompany the Bid. Such Limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 1.9.4 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign the Bidder legally to the contract in all respects. Proof of such authorization shall be furnished in the form of a written Power of

Attorney which shall accompany the Bid on stamp paper duly notarised. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 1.9.5 The complete bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by person and persons signing the Bid.

**1.10 SEALING AND MARKING OF BIDS**

- 1.10.1 The Bidder shall SUBMIT the Bid THROUGH E-TENDERING ONLY.

**1.11 DEADLINE FOR BID SUBMISSION**

- 1.11.1 Bids must be submitted by bidders on E-Tendering portal not later than 6:00 PM I.S.T on 02.08.2025, and bid shall be opened at 3:00 PM I.S.T on 07.08.2025 in the presence of those bidders who may choose to be present. If such last date is declared as a public holiday by the Employer in the Receiving Office, the next official working day would be deemed as the last date for submission and opening of the bids.
- 1.11.2 Any Bid submitted by the bidder without depositing requisite fee on the due date and time will not be opened and shall be treated as non-responsive and thus, rejected.
- 1.11.3 The bidder shall have to submit the original affidavits etc. and other documents uploaded in the Technical Bid as and when demanded by JDA.
- 1.11.4 **JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11<sup>th</sup> hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.**

## **1.12 MODIFICATION AND WITHDRAWAL OF BIDS**

- 1.12.1 The Bidder may modify or withdraw his bid after bid submission, provided that the modification or notice of withdrawal is received in writing by the Employer in the office of the Director(Engineering-I), Jaipur Development authority, prior to the prescribed deadline for submission of Bids.
- 1.12.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause **1.11** for submission of Bids, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 1.12.3 Modifications to Bid will be permitted only pursuant to Clause **1.13.1** above. Any subsequent set(s) of modifications will be summarily rejected.
- 1.12.4 No Bid shall be modified by the Bidder subsequent to the deadline for submission of the Bids, failing which the Earnest Money Deposit shall stand forfeited.
- 1.12.5 No Bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of validity of bids specified in the Bid Documents. The withdrawal of bid in any form whatsoever during this interval shall entail the forfeiture of the Earnest Money Deposit pursuant to Clause **1.6**, without any further notice or opportunity to the bidder and without prejudice to any other legal rights and remedies open to the Employer.

## **1.13 BID OPENING & EVALUATION**

- 1.13.1 Bids, including submissions made pursuant to Clause **1.14** shall be opened by the committee of **Superintendent Engineer-X** or his authorized representative on behalf of the Employer, in the presence of such of the Bidder representatives who choose to attend, at \_\_\_\_\_ PM I.S.T. on \_\_\_\_\_ and at the following address:-

Room No. 135, MBFF, Main Building,

Jaipur Development Authority

Indira Circle, Jawahar Lal Nehru Marg

Jaipur – 302004 (Rajasthan)

The Bidder's representatives who are present shall sign a register giving evidence to their attendance.

- 1.13.2 Bids for which an acceptable Notice of withdrawal had been submitted pursuant to Clause **1.12.1** shall not be opened. The Employer will examine bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 1.13.6 At the Bid Opening the Employer will announce only the Bidders' names, the Bid Prices, written notification of Bid modifications and withdrawals (if any), the deposit of the requisite Earnest Money Deposit, and such other details as the Employer, at his discretion, may consider appropriate.
- 1.13.7 Minutes of the bid opening including the information disclosed to those present in accordance with sub-clause **1.14** shall be prepared by the Employer for records. and the process of bid opening shall be transparent.
- 1.13.8 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 1.13.9 Any efforts by a bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract, may result in the rejection of the Bidder's bid. Any proved act or attempt by any bidder in breach of the above may immediately entail delisting without prejudice to any other legal rights and remedies available to the Employer.

#### **1.14 CLARIFICATION OF BIDS**

- 1.14.1 To assist in the examination, evaluation and comparison of bids, the employer may ask the Bidders individually for clarifications of their bids as per order issued in JDA vide No.-169 dated 21.11.2014.

#### **1.15 CORRECTION OF ERRORS**

- 1.15.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetical errors in computation and summation. The Employer will correct errors as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern ;
  - b) In case of any discrepancy between the descriptions in the Scope of Work, Specifications, Drawings, Drawings of Contract and Bill of Quantities, the following order of preference in descending order of importance, shall prevail :
    1. Description of Work
    2. Specification
    3. Drawings
    4. Conditions of Contract
    5. Bill of Quantities
- 1.15.2 The amount in the 'Form of Bid' will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidders, shall be considered as binding upon the bidders. If a bidder does not accept the corrected amount of bid, his bid shall be rejected and the tender Earnest Money shall be forfeited.

## **1.16 EVALUATION AND COMPARISON OF BIDS**

- 1.16.1 The Employer will evaluate and compare only those bids determined to be substantially responsive to the requirements of the Bid Documents in accordance with Clauses **1.15** and **1.16** hereof and Bid Evaluation Sheet at Annexure 3, duly filled by bidder.
- 1.16.2 In evaluating bids, the Employer will determine for each bid its Evaluated Bid Price by adjusting the Bid Price by making any corrections for errors in accordance with clause **1.15**, by making an appropriate adjustment for any other applicable or quantifiable variations not reflected in the priced bid in accordance with clause **1.15** and such other factors as the Employer deems necessary.
- 1.16.3 If the bid of the successful bidder is seriously unbalanced or 'front-loaded' in relation to the Engineer-in-Charge's estimate of the real cost of the work to be performed under the contract (as determined by the Engineer-in-charge) by more than the amount of the performance security, the Employer may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful bidder under the Contract.
- 1.16.4 Variations, deviations and other factors which are in excess of the requirements of the Tender Documents, or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in the tender evaluation.

## **1.17 AWARD OF CONTRACT CRITERIA**

- 1.17.1 Subject to clause **1.19**, the Employer will award the contract to the bidder whose tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest Evaluated Tender Price PROVIDED FURTHER that,

in the opinion of the Employer, the bidder has the capability and resources to carry out the Contract work effectively.

### **1.18 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.**

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject one or all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds of the Employer's action.

### **1.19 NOTIFICATION OF AWARD OF CONTRACT**

- 1.19.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful bidder by telegram / cable fax or E-mail (and subsequently confirm in writing by Registered Letter) that his tender has been accepted. This letter called "Letter of Acceptance" shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the work by the Contractor as prescribed by the Contract (called the "Contract Price").
- 1.19.2 The Letter of Acceptance will form part of the Contract and agreement executed between the parties in accordance with the Form of Agreement provided in the Bid Documents.
- 1.19.3 Upon furnishing by the successful bidder of a Performance Security in accordance with the provisions of the special conditions of contract, the Employer will promptly notify the unsuccessful bidders that their bids have been unsuccessful and will discharge / return without interest.

### **1.20 SIGNING OF AGREEMENT**

- 1.20.1 At the same time as he notifies the successful Bidder that his Bid has been accepted, the Employer will instruct the successful bidder to sign and execute the agreement within fourteen (14) days of issue of the Letter of Acceptance.

### **1.21 FAILURE TO EXECUTE AGREEMENT**

The contractor shall execute the agreement within fourteen (14) days of issue of Letter of Acceptance, failure to do so shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit.



# **SECTION – 2**

**(General Conditions of Contract)**

## SECTION - 2

# GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS

1. The "Contract" means the documents forming the bid and acceptance thereof and the formal agreement executed between the Jaipur Development Authority and the Contractor, together with the documents referred to therein, including these conditions, Notice inviting Bids, Instructions to Bidders, Special Conditions of Contract, Specifications, Drawings and Designs, Tender and other information submitted by the Contractor and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings herein respectively assigned to them :-
  - a) The "WORKS OR WORK" shall, unless there be something either in the 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.
  - b) The "SITE" shall mean the land an/or the other places on, into or through which work is to be executed under the contract, or any adjacent land, path or street, through which work is to be executed under the contract, or any adjacent land, path or street, which may be allotted or used for the purpose of carrying out the contract.
  - c) The "CONTRACTOR" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company, the successor of such firm or company and the permitted assign of such individual or firm or company.
  - d) The "ENGINEER-IN-CHARGE" shall mean the Executive Engineer In charge of Jaipur Development Authority who shall supervise and be in-charge of the work.
  - e) The "GOVERNMENT","DEPARTMENT" shall mean the Jaipur Development Authority.
  - f) The "Accepting Authority" shall mean Executive Committee of Jaipur Development Authority.
  - g) The "Director" or "Chief Engineer" shall mean The Director (Engineering-I) of Jaipur Development Authority.
  - h) The 'Superintending Engineer' shall mean the Superintending Engineer of Jaipur Development Authority.
  - i) "ESTIMATED COST" shall mean the cost of the work or works as estimated on the basis of the TENDERED rate or rates agreed to between the parties to the contract.

- j) Where the context so requires, words importing the singular only also include the plural and vice-versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.
- k) Headings and marginal notes to these General Conditions of Contract shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The clause 23 of contract agreement i.e. standing committee for settlement of disputes is read as:

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, of the rights, duties or liabilities of either party men, 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 an whether it has been finally decided accordingly, or whether the rights or obligations of the parities, as the result of such termination, shall be referred for decision to the empowered standing committee, which would consist of the followings:

- (i) Jaipur Development Commissioner, JDA, Jaipur -Chairman
- (ii) Director Engineering-I, JDA, Jaipur
- (iii) Director (Finance), JDA, Jaipur
- (iv) Director (Law), JDA, Jaipur
- (v) Superintending Engineer, JDA, Jaipur - Member Secretary

The Engineer-in-Charge, on receipt of application along with nonrefundable 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 three months from the date of receipt of application.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the Bid Documents. None of these documents shall be used for any purpose other than that of this contract.

Procedure and application form referring cases for settlement by the Standing Committee shall be, as given in form RPWA 90.

**AGREEMENT No. ....****Year ..... 20****..... Circle.****Division .....****Sub- Division .....**

Name of Work .....

Name of Contractor .....

Sanction No. .... Dt..... RS. ....

Technical Sanction No. ....

Job No. ....

(a) Stipulated Date of Start of work .....

(b) Stipulated Date of Completion of work .....

(c) Actual Date of Completion .....

Extension applied on &amp; sanctioned .....

Vide: C.E. /S.E. /E.E. No..... Dt. .... 20

Details of Documents

Page :

(a) Percentage Rate Tender R.P. W.A. 100

(See rule 322 &amp; note 1 below rule 331)

(b) Schedule A to F

(c) Schedule H

(d) Schedule G

(e) Schedule

(f) General Specification and Conditions of Contract

(g) Contractor's Labour Regulations

(h) .....

(i) .....

No.

Date :

**Copy forwarded to:**

1. ACE (OIC Engg.-III) / (Finance), JDA, Jaipur
2. Additional Chief Engineer, JDA, Jaipur
3. Additional Director (Revenue)/CAO, JDA, Jaipur
4. The Assistant Engineer / JEN
5. Auditor
6. Shri ..... Contractor
7. M/s .....

**Amended up to \_\_\_\_\_ Effective from \_\_\_\_\_**

## CONTRACT FOR WORK

### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the JDA or other duly authorized Engineer.

The form of invitation to bid will state the work to be carried out, as well as the date of submitting and opening of bids and the time allowed for arraying out the work, also the amount of Earnest Money to be deposited with the bid and the amount of the Performance Guarantee and/or Security Deposit to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the JDA or other duly authorized Engineer during office hours.

2. In the event of the bid being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing to do so. Such power of Attorney will be submitted with the bid and it must disclose that the firm, is duly registered under the Indian Partnership Act, by submitting the copy or registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors and described in their bid as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate bid, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G. he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single bid shall include more than one work, but Contractors, who wish to bid for two or more works, shall submit a separate bid for each work. Bids shall have the name and number of work, to which they refer, written outside the envelope.
5. The JDA or other duly authorized Engineer will open the bids in the presence of any contractor(s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all bids in the Register of Opening of Bids, (Form RPWA 20A). In the event of the bid being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a bid being rejected, the Earnest Money forwarded with such unaccepted bids shall, be returned to the Contractor making the same.

6. The JDA or other duly authorized Engineer shall have the right of rejecting all or any of the bids without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgement of payment to the JDA or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the JDA or duly authorized Engineer before the tender form is issued.
9. If it is found that the bid is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the bid, forfeit the amount of earnest money and/ or de-list the contractor.
10. The bidder shall sign a declaration under the Official Secrets Act for maintaining secrecy of the bid documents, drawing or other records connected with the work given to him in form given below. The unsuccessful bidders shall return all the drawings given to them.

**Declaration :-**

"I / We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same. "

11. Any percentage rate bid containing Item-wise rates, and any item rate bid containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a bidder voluntarily offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the bid, the name of the accredited representative (s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instruction from the Engineer in charge, shall be communicated to the Engineer-in-charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and B of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in \*\*\* from time to time.
14. The bid to work shall not be witnessed by a Contractor of Contractors who himself/themselves has/have bided or who may and has/have bided for the same work. Failure to observe the secrecy of the bids will bid of the contractors, bidding as well as witnessing the bid, liable to summary rejection.
15. If on check, there are differences between the rate quoted by the Contractor in words and figures, or in the amount worked out by him, the following procedure shall be followed :-
  - (i) Where there is a difference between the rates in figures and words, the rate written in words shall prevail.

- (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
  - (iii) While quoting rates, if rate/rates against any item of items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' schedule rates.
  - (iv) In case where percentage is given but the 'above' or 'below' not scored, the bid will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of relocations by him of the provisions of the Act.
  17. The Contractor shall read the specifications and study the working drawings carefully before submitting the bid.
  18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach road etc.
  19. The bid documents show already the specific terms and conditions on which bids are required by the Government. Hence, all bids should be in strict conformity with the bid documents and should be fulfilled in, wherever necessary, and initiated. Incomplete bids are liable to be rejected. The terms and conditions of the bid documents are firm; as such conditional bids are liable to be rejected.
  20. The bidder, while submitting bid, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
  21. The JDA or other duly authorized Engineer reserves the right in ask for submission of samples as in respect of materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon, to do so, does not submit within seven days of written order to do so, the Engineer-in Charge shall be at liberty to forfeit the said earnest money absolutely.
  22. The Contractor shall submit the list of the works, which are in hand (progress). In the following form :

Name of work	Name and particular of the Sub Division/Division, Where work is being executed	Amount of work	Position of works in progress	Remarks
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1	2	3	4	5

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.
24. All additions, deletions, corrections and overwriting, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
25. After acceptance of the bid, the Contractor or all partners (in the case of partnership firm) will append photograph and signatures duly attested, at the time of execution of Agreement.
26. 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 such re-bidding in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
27. The bid documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28. (a) If a bidder reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.  
(b) If a non-bidder offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional bids are liable to be rejected summarily.

### **Bid for works**

I/ We hereby tender for the execution for the Jaipur Development Commissioner of Jaipur Development Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures) ..... % (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 1 in all respects in accordance 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 :- **Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur**

- (b) Estimated cost :- ₹ 4248.67 Lacs
- (c) Performance Guarantee & Security Deposit :
- (i) "The security deposit as per Finance (G&T) Department GOR Notification Dated 18.12.2020 or prevailing orders of GOR shall be deducted from each running bill and shall be refunded as per rules on completions of the contract as per terms and condition. However the amount of security deposit deducted from running bills shall not be converted into any mode of securities bank guarantee, FDR etc. The earnest 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 security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. However, in case during execution, cost of works exceeds as above, balance security deposit shall be deducted from the "Running Account Bills".
- (ii) Bank Guarantee shall in all cases be payable at the respective branch of the bank in Jaipur City.
- (d) Time allowed for the completion of work (to be reckoned from the 15th day after the date of written order to commence the work) is **18 Months**. Should this bid 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 hereto and of the Notice Inviting Bid, or in default thereof, to forfeit and pay to the Jaipur Development Commissioner of Jaipur Development Authority of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.
- (e) 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 Jaipur Development Commissioner of Jaipur Development Authority or his successor in office without prejudice to any other right or remedies of Jaipur Development Commissioner of Jaipur Development Authority or his successor in his office, should. I/ We fail to commence the work specified in the above memorandum.

Signature of Witness

Signature of Contractor

Witness's address &amp; occupation

Address of Contractor

Date:

The above bid is hereby accepted by me on behalf of the Jaipur Development Commissioner of Jaipur Development Authority.

**Dated:****Executive Engineer (PHE-I)**

## **CONDITIONS OF CONTRACT**

### **Clause 1: Security Deposit:**

The security deposit @ as per Finance (G&T) Department GOR Notification Dated 18.12.2020 or prevailing orders of GOR shall be deducted from each running bill and shall be refunded as per rules on completions of the contract as per terms and condition. However the amount of security deposit deducted from running bills shall not be converted into any mode of securities bank guarantee, FDR etc. The earnest 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.

A contractor may however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit of the work order before or at the time of executing the agreement. However during execution of the work if cost of work 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 Jaipur Development Authority under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Performance Guarantee and/or 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 JDA on any account whatsoever, and in the event of this Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized/Scheduled Bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Performance Guarantee and / or Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the Contractor to the Jaipur Development Authority, as part of the Security Deposit/Performance Guarantee 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 Jaipur Development Authority 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 Jaipur Development Authority shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Jaipur Development Authority 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 discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid up to 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 or 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 Director (Engineering)-I 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.

Jaipur Development Authority 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 for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 15<sup>th</sup> 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, Performance Guarantee and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future bids for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of 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 \*\*\* 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 Jaipur Development Authority at every time span as below: -

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

**Note:-** In case delayed period over a particular span is stilt 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 over that span after clubbing up the split delays attributable to government and this reduced compensation would be application over the entire delayed period without paying any escalation. Following illustration is given.

First time span is of 6 months, delay is of 30 days which is split over as under 5 days [attributable to government] + 5 days [attributable to contractor] + 5 days [attributable to government] + 5 days clubbed to 15 days [attributable to government] and 15 days [attributable to contractor]. The normal compensation 30 days as per clause 2 of agreement is 2.5 which can be reduced as  $2.5 \times 15/30 = 1.25$  over 30 days without any escalation by competent authority.

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

In case the delay in execution of work is attributable to the contractor, then 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 Jaipur Development Authority 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 interior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases :-

- (i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-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 of 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 wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court 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 this contract.
- (iv) If the contractor commits any acts mentioned in clause 19 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid. The Engineer in-charge behalf of the Jaipur Development Commissioner of Jaipur Development Authority 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 disposals of Jaipur Development Authority.
- (b) To employ labour paid by the department 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 material (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 divisional officer as to the value of the work done, shall be final and conclusive evidence against the contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred the department are less than amount payable to the contractor at his agreement rates the difference shall not be paid 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 Jaipur Development Authority 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 not 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 thereof and such power shall not with starting 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/Easiest money/Enlistment security and the liability of the contractor for past and future compensation shall remain unaffected.

**Powers to take possession of or require removal sale of contractor 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 of 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 JDA or duly authorized Engineer (whose certificate thereof shall be final and conclusive) otherwise the Engineer in charge may give 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 JDA or other duly authorized Engineer may remove them at the contractors expenses by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the JDA or other duly authorized Engineers, 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 desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Engineer in charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority competent to grant extension under the rule/delegation of powers or other duly authorized Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any as may, in his opinion be necessary or proper, if the period of completion of contractor 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 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 finally of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

**Clause 5 A: Monthly returns of extra claims:**

Contractor has to submit a return every month for any work claimed as extra. The contractor delivery 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 contractor or in the schedule of rates in force in the district for the time being. The contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not included whatsoever be the circumstance.

**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 contractor on behalf of the J.D.C. and shall request 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 unit 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 clearing off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-Charge may, at the expenses 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 pit, as aforesaid and the contractor shall forthwith pay the amount of all expense 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 pre-measurement shall be binding on the contractor.

Within ten/thirty days of the receipt of the notice Engineer in charge shall inspect the work and if there is 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. Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other place.

**Clause: 7: Payment on intermediate certificate to be regarded as advance:**

No Payment shall be made for works estimated to cost less than rupees twenty five thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand the contractor for shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the engineer in charge, whose certificate of such approval and passing of sum so payable shall be final and conclusive. Running Account bill shall be paid within 15 days from presentation. But all such intermediate payment 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 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 final settlement and adjustment of the accounts or otherwise or in any other way vary of effect 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 7 A: Time Limit for Payments of Final Bills:**

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months if a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any shall be brought to the notice of the higher authority. The period of 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 fail, 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 to 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 8 A: Contractor to be given time to file objection to the Measurements recorded by the Department: -**

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

**Clause 8 B: Recovery of cost of preparation of the Bill:**

In case of contractors of class "A" and "AA" do not submit the bill with time fixed, the Engineer-in-charge may prepare the bill as per provision of clause 8 of the conditions of contract but deduction @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

**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 bid or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the bid, at the rates hereinafter provided for such work.

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

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge

- A. 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 Government, or his signature on the bill or other claim preferred against Jaipur Development Authority before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-à-vis the Jaipur Development Commissioner of Jaipur Development Authority.

**Clause 10: Stores supplied by Jaipur Development Authority: -**

If the specification of 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, for 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 rate 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 Jaipur Development Authority 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 Government, shall remain the absolute property of Government. 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 Divisional Officer's Stores. If by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials so required he shall be liable to pay the price of such materials in accordance with the provision of Clause 10B in bid. 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 a foresaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractors, he shall be paid for at the price originally charged excluding storage charges, in case of material supplied from departmental stores and actual cost including freight, cartage, taxes etc. paid by the contractor, in case of supplies received with the assistance of Government, 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 in account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, 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 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-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 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 10B: 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 charge or market rate, whichever is higher. A Material supply and consumption statement in prescribed Form RPWA 35A shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and the 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 referred 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 condition as per departmental Rules, as 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 Specification. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work assigned 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 contractor shall, if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design and specifications etc. shall be given on each Running Account.

These specifications of work, material, methodology of execution, drawings and designs shall be signed by the contractor and executive Engineer while executing agreement and shall form part of agreement.

**Clause 12:**

The Engineer-in-charge shall have power to make any alteration omission 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 instruction 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 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 rate 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, such 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-clause (i) to (ii) above, then the rates for such composite work items shall be worked out on the basis of the concerned Schedule of Rates of the Districts / Area specified above minus / plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to bid. Provided always that if the rates for a

particular part of 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 rate for the altered, additional or substituted work item cannot 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 rates which it is his intention to charge for which class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rates 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 failing under the clause.
- (v) Except in case of items relating to foundations, provisions contained sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the bid 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 floors.
- (b) For abutments, pier, 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 underground 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 bid 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 derived in according with the provision of sub-clause may revise their rates having regard to prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-charge shall 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 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 failing under this clause.

All the provisions of the preceding paragraph shall equally apply to 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 bid 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 Jaipur Development Authority shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the bid, 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 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 Jaipur Development Authority 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 JDA or any authorized authority or the Engineer-in-Charge or his subordinates in charge of the work, or to the committee of retired officers / officers appointed by the Jaipur Development Authority for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, prior with material of any interior 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 be demand in writing from the Engineer in charge, specifically 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, has the case may be, remove the materials or articles, so specialties 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 bided 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 within others, the materials or articles 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 open to inspection: Contractor or his responsible agent to be present.**

All work, under or in course of execution or executed in pursuance of the contract, shall at all times, be open to inspection and supervisor of the Engineer-in-charge and his superior officers e.g. Superintending Engineer, Additional JDA, Chief Technical Engineer, JDA, and his subordinates and any other authorized agency of the Jaipur Development Authority 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 in or his subordinate and any other authorized agency of Jaipur Development Authority or committee of retired officers / officers appointed by the Jaipur Development Authority 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 reasonable agent, duly accredited in writing, present for the purpose. Orders given to the Contractor 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 of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that they 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 no 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 expenses 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 continuous 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 the conditions, he is entitled to be satisfied of 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 material necessary of the purpose of setting out work and counting, weighing 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 expenses of the Contractor, and the expenses maybe 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 difference 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 proceedings 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: Work not to be sub-let contract may be rescinded and security deposit and performance forfeited for sub-letting, bribing or if contractor becomes insolvent.**

The contract shall not be assigned or sublet without the written approval of the JDA, and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempt to 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 Government, 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 JDA may thereupon, by notice, in writing rescind the contract and the



performance guarantee and security deposit of the contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Jaipur Development Authority and the same consequences shall ensure as, if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore, 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 Jaipur Development Authority 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 partnership firm, the previous approval, in writing, of the Engineer-in-charge shall be obtained before business 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 where under the partnership firm would have the right to carry out the work thereby undertaken by the contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of clause 19 thereof, and the same action may be taken and the same consequence 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 Jaipur Development Authority for the time being, who shall be entitled to direct, of what point or points and in what manner, they are to be commenced and from time to time carried on.

**Clause 23: Standing committee for Settlement of disputes:**

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs.50000/- or above, whether its decision has been otherwise provided for or 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:-

1. Jaipur Development Commissioner, JDA, Jaipur -Chairman
2. Director Engineering-III, JDA, Jaipur
3. Director (Finance), JDA, Jaipur
4. Director (Law), JDA, Jaipur

5. Superintending Engineer, JDA, Jaipur - Member Secretary

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 Lakh) from the contractor, shall refer the disputes to the committee within a period of three months from the date of receipt of application.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the Bid Documents. None of these documents shall be used for any purpose other than that of this contract.

Procedure and application form referring cases for settlement by the Standing Committee shall be, as given in form RPWA 90.

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

Contractor shall fully indemnify the Jaipur Development Authority 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 articles or part thereof included in the contract, in the event of any, claims made under or action brought against Government. 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 Jaipur Development Authority, 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 his behalf.

**Clause 24: Imported Store articles to be obtained from Government:**

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 elsewhere. 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 bid 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, in 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 rule 1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.

**Clause 27: Definition of work;**

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

**Clause 27 A: Definition of Engineer-in-charge.**

The term :Engineer-in-charge" means the Executive Engineer, who shall supervise, and be in charge of the work, and who shall sign the contract on behalf of the Jaipur Development Commissioner of Jaipur Development Authority.

**Clause 28:**

It cannot be guaranteed that the work will be started immediately after the bids have been received. No claims for increase of rate will be entered, if the bids 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.1000/- agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specifications. In 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 considers 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 his 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 bid premium, then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

**Clause 30: Contractor's percentage, whether applied to net or gross amount of bills:**

The percentage referred to in the "Bid of Works" will be deducted / added from / to the gross amount of the 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 Compensation Act, hereinafter called the said Act. If such compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, hereinafter called the said Act. If such compensation is paid by the State 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 State from the Contractor under sub section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I of the conditions of contract.

**Note:** All Contractors with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act.

**Clause 32: Withdrawal of work from the Contractor:**

If the Engineer-in-charge shall at any time and for any reasons, whatsoever, including inability to maintain prorate progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may, by notice in writing to that effect require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor for 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 withdraw 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 contractor includes clearance, leveling and dressing of site within a distance of 15 meters of the structure / building on all sides except where the building adjoins another building.

**Clause 34: Project 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 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 execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection the execution of work, shall be paid by the Contractor except where other 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 Jaipur Development Authority 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 performance Guarantee and / or security deposit will be refunded after the expiry of the period, as prescribed below:-

- (a) In case of contracts relating to hiring of trucks and other 'T&P' transportation including loading, unloading of materials, the amount of performance guarantee / security deposit is refundable along with the final bill.
- (b) Supplies of material: As per provision of the G.F. & A.R.
- (c) Ordinary repair: 3 months after completion of the work provided the final bill has been paid.
- (d) Original works / special repairs / renewal works: Six months after completion except in case of works, such as building works, bridge works, cross drainage work, 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 as defined in the special condition of agreement whichever is later, provided the final bill has been paid. (Regarding "refund of performance guarantee and security deposit").

"In case of road, bridge and CD works (original/special, repairs/renewals). The defect Liability period shall be three years after completion of works".

- (e) The Security Deposit amount shall become due and shall be paid to the contractor after expiry of Defect Liability Period

- (f) The Security Deposit will be released in the following stages after satisfactory performance certificate issued by Engineer-In-Charge :--

1	After completion of one year	20 % of SD Amount
2	After completion of two years	20 % of SD Amount
3	After completion of three years	Remaining 60% of SD Amount

**Clause 38: Fair Wage Clause:**

- (a) The Contractor shall pay not less than fair wages / minimum wages to laborious engaged by him on the work as revised from time to time by the Jaipur Development Authority but the Jaipur Development Authority shall not be liable to pay anything extra for it except as stipulated escalation clause (clause 45) of the agreement.

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

- (b) The Contractor shall, notwithstanding the provisions of any contract to the country, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers immediately or directly employed on the work, for the purpose of the contractor's part of this agreement, the (Contractor shall comply with or cause to be complied with the Public Works Department Contractors Labour Regulations made, or that may be made by the Government, from time to time. With regard to payment of wages, wages period, deductions from wages,
- (d) recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (e) The Engineer-in-charge shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-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.
- (f) Vis-à-vis the Jaipur Development Authority 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 indemnify from his sub-contractors.
- (g) 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 at his own cost for which nothing extra will be payable.

- (a) **For work costing Rs. 100 Lakh and above :- One Graduate Engineer .**
- (b) **For work costing between Rs. 50 Lakh to Rs. 100 Lakh :- One qualified Diploma holder having experience of not less than three years .**
- (c) **For work costing between Rs. 15 Lakh to Rs. 50 Lakh :- One qualified Diploma holder**

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

**Clause 39A:** The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and orders issued, there-under, from time to time. If he fails to do so, his failure will be a breach of contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of said Act.

**Clause 40: Safety of Works :** The Contractor shall follow the safety code. The contractor shall be fully responsible for safety of works at site taking note of all the necessary provisions as per Employer's conditions of contract for safety, Health and Environment Manual (SHE Manual) available at Section 7, which shall be binding on the contractor. The contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case the contractor fails in the above, the Employer may provide necessary arrangements and recover the cost from contractor.

**Clause 41: Near Relatives barred from tendering:** The contractor shall not be permitted to bid for works, in same Circle, in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity or are subsequently employed by him and who are near relative to any gazetted officer in the organization / Department. Any breach of this condition by the contractor would render him liable to be removed from the approval list of contractors of the Department. If such facts is noticed (a) before sanction of bid, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the bid then bid sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work / remaining work may allot to any registered contractor on the same rates as per rules.

**Note :** By the term 'near relative' is meant wife, husband, parents and grandparents, 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 Department of the Jaipur Development Authority, is allowed to work as a contractor for a period of 2 years, of his retirement from Jaipur Development Authority Service without the previous permission of Jaipur Development Authority. The contract is liable to be cancelled, if either the contractor or any of his

employee found, at any time, to be such a person, who had not obtained the permission from as aforesaid before submission of the bid or engagement in the contractors service as the case may be.

### **Clause 43: Quality Control**

The Jaipur Development Authority shall have right to exercise proper quality Control measures.

### **Clause 43A:**

The work whether fully constructed or not and all materials machinery 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 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 JDA or duly authorized Engineer shall have the option of terminating the contract without any compensation.

### **Clause 45: Price variations Clause:**

If during the progress of the contract of value exceeding **Rs. 50.00 Lakh** (accepted tendered amount minus cost of material supplied by the department) and where stipulated completion period is more than **3 months** (both the conditions should be fulfilled). The price of any materials/ bitumen / diesel / petrol / cement and steel incorporated in the works (not being materials to be supplied by the department) and / or wages of labour increases or decreases, as compared to the price and / or wages prevailing at the last date of submission of bid for the work the amount payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/ labour / bitumen diesel / petrol / cement and steel. If negotiated rates have been accepted, prices as on the date of negotiations shall be considered for price adjustment. Similarly, if rates received on the date of opening of bids have been accepted, then prices on the date of opening of bid shall be considered for price adjustment.

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

(a) Labour :

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

$V_L$  = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.



$R =$  The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in the clause.

$I_{i0} =$  The average consumer price index for industrial workers (whole-sale prices) for the quarter in which submission of bid (as published in Reserve Bank of India Journal / labour Bureau Shimla, for the area).

$L_{i1} =$  The average consumer price index for industrial workers (whole-sales-price) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal / labour Bureau Shimla, for the area).

$P_L =$  Percent of Labour components.

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

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

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

$V_M =$  Increase or decrease in the cost during the quarter under consideration due to change in the rates of material.

$R =$  The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

$L_{M0} =$  The average wholesale price index (all commodities) for the quarter in which submission of bid (as published in Reserve Bank of India Journal / Economic Advisor to Government of India, Ministry of Industries, for the area).

$L_{M1} =$  The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal / Economic Adviser to Government of India. Ministry of Industries, for the area).

$P_M =$  Percentage of material component (excluding materials supplied for the Department).

**(c) Bitumen**

$$V_b = \frac{0.85 \times P_b \times R (B_1 - B_0)}{100B_0}$$

$V_b =$  Increase or decrease in the cost of the work during the month under consideration due to changes in the rate for bitumen.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of material supplied by the department and excluding other items as mentioned in this clause.

B<sub>0</sub> = The official retail price of bitumen at the IOC depot it nearest center on the day 28 days prior last date of submission of Bids.

B<sub>1</sub> = The official retail price of bitumen of IOC depot it nearest center for the 15 day of the month under consideration.

P<sub>b</sub> = Percentage of bitumen component of the work.

**(D) Petroleum**

$$V_1 = 0.75 \times \frac{P_1}{100} \times R \frac{(F_1 - F_0)}{100 F_0}$$

100 F<sub>0</sub>

V<sub>1</sub> = Increase or decrease in the cost of work during the month under consideration due to change in the rate for fuel and lubricants.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

F<sub>0</sub> = The average wholesale price index of high speed diesel (HSD) as published by the Economic Advisor to the Government of India, Ministry of Industry on the day of last day of submission of bid.

F<sub>1</sub> = The average wholesale price index HSD for the quarter under consideration as published weekly by the Economic Advisor to the Govt. of India, Ministry of Industry for the quarter under consideration.

P<sub>1</sub> = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

P = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

R = Total work done during the quarter as prescribed under this clause.

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

**(e) Cement**

$$V_c = 0.75 \times \frac{P_c}{100} \times R \frac{(L_{C1} - L_{CO})}{100 L_{CO}}$$

100 L<sub>CO</sub>

$V_c$  = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of cement.

$R$  = The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.

$L_{CO}$  = The average wholesale price index for the quarter in which last date of submission of bid (as published by the Economic Adviser to Government of India, Ministry of Industries).

$L_{CI}$  = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

$P_c$  = Percentage of cement components (excluding cement supplied by the Department).

**(F) Steel**

$$V_s = 0.75 \times P_c \times R \frac{(L_{S1} - L_{SO})}{100 L_{SO}}$$

$$100 L_{SO}$$

$V_s$  = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of steel.

$R$  = The Value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.

$L_{SO}$  = The average wholesale price index for the quarter in which last date of submission of bid (as published by the Economic Adviser to Government of India, Ministry of Industries)

$L_{S1}$  = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries)

**Clause 45A: Price Variation in installation of elevators supply/installation of Centrally Air Conditioning and Central Evaporation Cooling Works.**

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

$$P = \frac{P_o}{100} \{ 15 + 55 \frac{MP}{MP_o W_o W_o} + \frac{W_o(D)}{MP_o W_o W_o} + 15 \frac{W_o(I)}{MP_o W_o W_o} \}$$

Where :

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

$P_0 =$  Price quoted/confirmed

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

$W_0 =$  All India Average Consumer Price Index Number for Industrial Workers (Base : 1982 = 100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar Month. The relevant Month shall be that in which price was offered or negotiated whichever is later.

$M_P =$  Wholesale Price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised index Number of wholesale price (Base : 1981-82 = 100). The applicable wholesale Price Index Number for Metal Products as pre-availing on 1st Saturday of the Month covering the date FOUR months price to the date of delivery and would be as published by IEEMA.

$W_{O(1)} =$  All India Average Consumer Price Index Number for Industrial workers (Base : 1982 = 100) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/Progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The data of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested). In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

Note-1            The wholesale price index number for metal products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this price variation clause, the final index figures shall apply.

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

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

## **GENERAL CONDITIONS FOR ADMISSIBILITY OF ESCALATION**

1. The exact percentage of labour/material (excluding materials to be supplied by the department /battements/diesel and petrol compensate and labour component for the work shall be approved by the authority while sanctioning the detailed estimates.
2. The breakup of components of labour/materials (excluding materials to be supplied by the department) bitumen/diesel and petrol as indicated in clause 45 have been pre-determined as bellows:
 

(a)	<b>Labour</b>	-
(b)	<b>Material</b>	-
(c)	<b>Bitumen</b>	-
(d)	<b>POL</b>	-
(e)	<b>Cement</b>	-
(f)	<b>Steel Reinforcement</b>	-
	<b>Total</b>	-
3. While allowing price escalation the following shall be deducted from the value of the of work done ® (a) cost of material supplied by the department (b) cost of services rendered as per clause 34 (c) of secured Advance/any advance added earlier but deducted agreed rates. now after work is measured (d) cost of extra items, the rates for which have been worked out based on market rates/ mutually agreed rates.
4. The first statement escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement cost of work done during every quarter shall be taken into account. At the completion of work the work done during the last quarter of fraction there of shall be taken into account.
5. For the purpose of reckoning the work done during any period the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion as finally recorded by the competent authority in the measurement Book shall be the criterion.
6. The index relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only the work that is carried out with the stipulated time or extension thereof as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less the value of work actually done excluding cost of Material supplied by the Department exceeds Rs. 50 lac and completion period is more than 3 months then escalation would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.

9. Where originally stipulated period is 3 months or less but actual period of extension exceeds beyond 3 months on account of reasons not attributable to contractor escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein shall be entertained.
12. If the period of completion including extended period attributable to Jaipur Development Authority exceeds twelve months but cost does not exceeds more than Rs. 50 lacs no escalation is admissible.
13. Similarly if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to Jaipur Development Authority is less than 3 months no escalation is admissible.
14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non pub location of indices in concede quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement both the conditions (completion period 3 months and amount of work Rs. 50 lac for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to Jaipur Development Authority both the conditions become fulfilled in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period of work beyond 3 months.
17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorised representative of Jaipur Development Authority and further shall at the request of the Engineer in charge furnish verified in such a manner as the Engineer in charge may require any documents so kept and such other information as the Engineer in charge may require.

#### **Clause 46 Force Majeure:**

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

#### **Clause 47: General discrepancies and errors:**

In case of percentage rate bids if there is any typographical or clerical error in the rates shown by the Department in the “G” schedule the rates as given in the basic schedule of Rates of the Department of the area shall be taken as correct.

**Clause 48: Post payment audit & technical examination:**

The Jaipur Development Authority shall have right to cause an audit and technical examination of the works, and the final bills of the contractor, including all supporting vouches, 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 below specifications, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Department in 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 contract was paid less than what 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 Jaipur Development Authority to the contractor.

**Clause 48A: Pre check or post check of Bills:**

The Jaipur Development Authority shall have right to provide a system of pre-check of contractor bills by specified organisation and payment by an Engineer or an accounts officer/Sr. Accounts Officer/Chief Accounts Officer/ Financial advisor as the Jaipur Development Authority may in its absolute discretion prescribe any overpayments/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 48 B: Check Measurements:**

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

**Clause 49: Dismantled Materials:**

The Contractor in course of the work should understand that all materials e.g. bricks still and other obtainable in the work by dismantling etc. will be considered as the property of the Jaipur Development Authority and will be disposed off to the best advantage of the Jaipur Development Authority 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 Department 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 Jaipur Development Commissioner of Jaipur Development Authority of Rajasthan should this

sum be not sufficient to cover the full amount recoverable the contractor shall pay to the department on demand the balance remaining dues.

The department shall further have the right to affect such recoveries under public Demands recovery Act.

**Clause 51: Jurisdiction 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 proceeding under clause 23 of this contract.

**Schedule of Material to be supplied by the Department if available**

(Referred is in Clause 10)

S.No.	Particulars	Quantity	Rates		Place of Delivery
			Unit	Rupees	
1	NIL	NIL		NIL	

**Schedule of Machinery /T&P to be supplied by the Department:**

The following Machinery/ T & P shall be supplied by the Department if available to the contractor on hire as per rules of the Department for supply for machinery /T& P to the contractors on hire charges (Referred to in Clause 10 C)

S.No.	Item	Rate (Rs.)	Place of Delivery Return
1	NIL	NIL	

**Progress Statements 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 bid has been accepted.

**Dated .....Signature**

**Dated.....Signature of Contractor**



**Notes: For Filling in the Progress Statement Form**

1. Columns 2,3 and 4 must be initialed and dated by the contractor
2. Column 4 must be initialed and dated by the JDA or other duly authorised Engineer also.
3. The date in column 2 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.
4. The date in column 3 must correspond to the period stated in sub clause (e) of the Memorandum below bid for works:
5. Column 4 this will ordinarily be worked out proportionately thus for example if ` 240000/- is the cost of whole or portion of work bided for and six months period of completion then the monthly rate of progress should be Rs. 4000. If necessary quantities may also be specified in this column at the discretion of the JDA.
6. The certificate as to intimation of acceptance of bid printed at the foot of the form must be signed and dated both by the Director Engineering-I or other duly authorised Engineer and the contractor.

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

1. **Short Title:** These Regulations may be called "The Rajasthan Public Works Department Contractor's-Labour Regulations."
2. **Definition :** In these Regulations unless otherwise expressed or indicated, the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say –
  - (i) **"Labour"** means works employed by a Rajasthan P.W. Department contractor directly or indirectly through a sub-contractor or other person 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 time and piece, rate wages.
3. **Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract, display and in conspicuous place 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) such a copy of such notices to the Certifying Officers.
4. **Payment of Wages :**
  - (i) Wages due to every worker shall be paid to him direct.
  - (ii) All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods :**
  - (i) The contractor shall fix the wage periods 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.

**Note:** The term "working day" means a day on which labour is employed in progress.

**6. 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) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction in made.
  - (f) 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 authorised, 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.
- (i) 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 on deduction for damage or loss shall be made until worker has been given an opportunity or showing cause against each fine or deductions.
- (i) 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.
- (ii) No fine imposed on any worker shall be recovered from him by installments or after 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 of 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 or fine may be imposed on a workman and display it in a good condition in conspicuous place on the work.
9. **Preservation of Register:** The wage register, the wage card and the register of fines deduction required to be maintained under these regulations, shall be preserved for 12 months after the date or 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 of Sub-Contractor in regard to such provisions.
11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized as a 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 defaults 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 to 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 Officer or other persons, so authorised, and may appeal against. Such decision to the Labour Commissioner within 30 days from the date do 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.
- 12-A. 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 fines 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 authorised 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 Jaipur Development Authority 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 Jaipur Development Authority or any other person authorised by the State Jaipur Development Authority 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

- (1) Without insubordination or disobediences whether alone or combination with another.
- (2) The fraud or dishonesty in connection with the contractors business or property of the Rajasthan P.W.D./ JDA.
- (3) Taking or giving bribes or any illegal gratification
- (4) Labour late attendance
- (5) Drunkenness fighting not 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./ JDA or the contractor
- (10) Sleeping on duty
- (11) Malingering or sowing down work.
- (12) Giving of information regarding name age father's name
- (13) Habitual loss of wage cards supplied by the employers
- (14) Un-authorized use of employer's property or manufacturing or making of unauthorized articles at the work place.
- (15) Bad workmanship in construction and maintenance by skilled workers is not approved by the department and for which contractors are compelled to undertake rectification.
- (16) Making false complains 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 have the employer
- (21) Threatening or intimidating any workman or employee during the working hours Within the premises.

Progress Statement referred to in Clause 3 of Conditions 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
1	2	3	4

The contractor has been informed that this bid has been accepted.

**Sig. Contractor**

**Sig. Engineer In-Charge**

**NOTES FOR FILLING IN THE PROGRESS STATEMENT FROM THE LAST PAGE**

1. Columns 2,3 and 4 must be signed and dated by the contractor,
2. Column 4 must be signed and dated by the Director (Engineering) or other duly authorised 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 specified in line 3 clause 2 page 3 of the conditions or contract.
4. The date in column 3 must correspond to the period stated in clause (f) page 2 of the bid.
5. Column 4. This will ordinarily be worked out proportionately thus, for example, if ` . 240000/- is the cost of the whole or portion of work bided for and six months period of completion then the monthly rate of progress should be Rs. 4000. If necessary, quantities may also be specified in this column at the discretion of the JDA.
6. The certificate as to intimation acceptance of bid printed at the foot of the form must be signed and dated both by the JDA or other duly authorised Engineer and the Contractor.

**(Signature of contractor)****(Signature of Engineer)**

# STATEMENT OF PAYMENT & RECOVERIES TO BE ATTACHED WITH THE AGREEMENT OF WORKS

S. No.	Gross amt. of Bill	Progressive total amt. of Bills	Recoveries									Net Amount.	C.B. Vr. No. & Date	Date rates of	
			Materials T&P	Quantity Hours	Amount	S.D.	Income tax deduction	Sales Tax	Royalty	Other Recoveries	Total Recoveries			D.A.O	E.
1	2	3	4(a)	4(b)	4(c)	4(d)	4(e)	4(f)	4(i)	4(j)	4(j)	5	6	7	8

**Signature of Bidder**

# **SECTION – 3**

**(OTHER CONDITIONS OF CONTRACT)**



## SECTION - 3

### OTHER CONDITIONS OF CONTRACT

#### 3.1 GENERAL

3.1.1 These **OTHER Conditions of Contract' (OCC)** shall be applicable to this bid in amplification/modification of the '**General Conditions of Contract'(GCC)**.

3.1.2 In case any clause provided in GCC is modified/amplified in OCC, then provision in OCC will be binding and will prevail over the corresponding provisions in GCC.

3.1.3 The Contractor shall carry out the Works based on the following:

(i) Rajasthan PWD/Jaipur JDA Standard Specifications (Civil works)

(ii) MORT&H/IRC Specifications (latest revision) wherever applicable

The attention of the contractor is drawn to those clauses of codes, which require supporting specification either by the engineer or by mutual agreement between the Contractor and Employer. In such cases, it is the responsibility of the Contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer before taking up the supply/construction. In absence of such prior clarification, the Engineer's choice/design will be final and binding on the Contractor without involving separately any additional payment.

The latest edition of all Specifications / Standards till 30 (Thirty) days before the final date of submission of the bid, shall be adopted.

#### 3.2 SCOPE OF WORK AND DEVIATIONS

3.2.1 Scope of work would be as specified under technical specification of work

3.2.2 The Contractor is not to vary or deviate from the drawings/specifications/stipulations as submitted by contractor and finally approved by Jaipur Development Authority(JDA) for execution, conditions of bid documents or instructions to execute work of any kind, whatsoever, unless so authorised by the Engineer-in-charge (E.I.C.) in writing. If, compliance with the E.I.C's aforesaid order involves extra work and/or expense beyond that is involved in the execution of the contract work, then unless the same were issued in consequence of some breach of this contract on part of the Contractor(s), the latter shall be entitled to be paid the price of the said work to be valued as provided in 'GCC'.

3.2.3 The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to the measured ones.

3.2.4 The right to carry out the work either in conformity with or in a manner entirely different from the terms of these Bid Documents that may be considered the most suitable before or subsequent to the receipt of bids due to exigencies of work is reserved with the EIC.

3.2.5 It shall be the responsibility of the Contractor to promptly bring to the notice of E.I.C. any error or discrepancy in the Contract Documents and obtain his orders thereon. Only stated dimensions are to be taken and not those obtained by scaling drawings. In case any feature of

the work is not fully described and set forth in the drawings and specifications, the Contractor shall forthwith apply to the EIC for further instructions, drawings and specifications.

3.2.6 In case of errors, omission and/or disagreement between written and scaled dimension in the drawings and between the drawings and specifications, the following principles shall be followed.

- a) As between the written description or written dimension in the drawing and the corresponding one in the specification, the former shall apply.
- b) The drawing on a large scale shall take precedence over that on a smaller scale, and
- c) Drawing approved as construction drawing from time to time shall supersede corresponding drawing previously approved.

### **3.3 RATES AND OTHER FINANCIAL CONDITIONS**

3.3.1 The rate quoted in the bid must be for the finished work as per the drawings and specifications and unless clearly specified otherwise, shall be inclusive of all expenses for the proper and entire completion of work and shall be inclusive of all labour, material and other inputs, taxes, duties and levies including sales tax, municipal taxes, local taxes, octroi, all royalties, patent rights, other incidental charges etc. The rate offered shall be final and no claim whatsoever on any account shall be entertained.

#### **3.3.2 GST registration**

3.3.2.1 GST registration required for payment to the contractor.

#### **3.3.3 Insurance**

##### **3.3.3.1 Requirements**

Before commencing execution of works, it shall be mandatory for the contractor to obtain at his own cost insurance cover to meet the cost of compensation to be paid by the contractor for any accidents/incidents pertaining to J.D.A staff, site execution staff, labour, materials, plant and third party damages etc., under the following requirements:

- a. Contractor's all risk and Third Party Cover.
- b. Liability under the Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act 1970.
- c. Accidents to staff, Engineer, Supervisors and others who are not governed by Workmen's Compensation Act.
- d. Damage to Material, Machinery and works due to fire, theft etc.
- e. Any other risk may be specified in the Special Conditions of Contract.

##### **3.3.3.2 Insurance policy in joint names of Contractor and Employer**

The policy referred to under sub-clause 3.3.3.1 above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out or in connection with execution of works, their maintenance and performance of the contract.

- Loss of life or injury involving public, employee of the contractor, or that of Employer or Engineer, labour etc.

- Injury, loss or damages to works or property belonging to public, Government Bodies, Local Authorities, utility organizations, contractors, employers or others etc.

### **3.3.3.3 Currency of Insurance Policy**

The policies shall remain in force throughout the period of execution of the works and till the expiry of the maintenance period. The contractor shall, submit to the Engineer or his representative the copies of various insurance policies obtained by him as also the rates of premium and the receipts for premium paid by him to ensure that the policies indeed continue to be in force.

### **3.3.3.4 Deduction of Income Tax (TDS)**

Deduction towards income tax and any other tax shall be made at source from each on account bill by the employer as per rules of Central Govt./ State Govt.

### **3.3.4 Release of Security Deposit**

The Security Deposit will be release as per provisions of Clause 37 of GCC after passing of Final Bill after satisfactory performance certificate issued by Engineer-In-Charge or as per order issued by JDA D-29 dated 11.03.2016.

Provided always that, no 'Security Deposit' amount shall become due nor payable to the contractor unless all the stipulations of the contract have been fulfilled by the contractor and all claims and demands made by the employer for and in respect of damage or loss by, from or in consequence of the works have been finally satisfied.

## **3.4 SETTING OUT**

- 3.4.1 The Contractor(s) is/are to set out the whole of the work in conjunction with an officer to be deputed by the EIC and during the progress of the work to amend on the requisition of the EIC any errors which may arise therein and provide all the necessary labour materials and equipment's for so doing. The contractor(s) is/are to provide all tools, plant, machinery, labour and materials (with the exceptions noted in the relevant clauses for issue of departmental materials as per schedule attached) which may be necessary and required for the work. All materials and workmanship shall conform to the relevant specifications mentioned in the bid documents.

## **3.5 SITE, TRANSPORTATIONS AND CONTRACTOR'S OFFICE**

- 3.5.1 The Contractor shall set up an office in Jaipur in case he does not have one already, for planning and co-ordination of the present bid/contract. He shall furnish to the Employer postal address of the same.
- 3.5.1.2 The contractor shall provide and maintain at the work site, an air conditioned site office for Employer's engineering staff, of floor area not less than 35 Sq M with two rooms of adequate size reasonably furnished with furniture, computer with operating system software and latest (authenticated) working software like Auto Cad, Primavera / MS project MS word, MS Excel, etc, and coloured multi-functional printer (MFP) A-3 size printer. The site office shall also be equipped with broadband connection (speed not less than 2.0 mpbs), with attached toilet and wash and ward and one attendant. The contractor shall also arrange all necessary

IRC codes, IS codes MoRTH Specifications and other technical literature, etc as directed by EIC of latest version in soft copies as well as hard copies, in the site office. The contractor shall bear the monthly cost of electricity, water consumption, broadband, stationary and other consumables of the site office. Nothing extra shall be payable on this account and the bided cost of contract shall be deemed to include in the cost for the main works. In case of non-satisfaction of the services being provided or maintained a maximum deduction of Rs. 10,000.00 per month will be made by the EIC.

- 3.5.1.3 Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorised agent or representative at site, or if it has been sent by registered post to the site office or to the address of the firm last provided by the Contractor.

### **3.5.2 Use and Care of Site**

- 3.5.2.1 The Contractor shall not demolish, remove or alter structure or other facilities on the site without prior approval of the EIC.
- 3.5.2.2 All garbage shall be burnt or removed from the site as it accumulates. All surface and sub soil drains shall be maintained in clean, sound and satisfactory state of performance.

### **3.5.3 Materials, tools and plants.**

- 3.5.3.1 The Contractor shall supply at his own cost all materials, plants, tools, appliances, implements, ladders, tackle, scaffolding and temporary works or any other item required 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 referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the EIC 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. Materials so supplied shall have the approval of EIC before being used on the works. All the rejected materials shall be removed at once from the site of work at the Contractor's own cost.

### **3.5.4 Storage of Materials**

- 3.5.4.1 Materials required for the work whether purchased by the contractor or supplied by the Employer shall be stored by the Contractor only at places, in standard profiles and in the manner approved by the EIC. The Contractor shall construct suitable godown at the site of work for safety against damage due to sun, rain, dampness, fire, theft etc. Storage of cement at site of work shall be at Contractor's expense and risk. In the event of any damage occurring to cement due to faulty storage in Contractor's sheds, or on account of negligence on his part, such damage shall be the liability of the Contractor.

### **3.5.4.2 Safety of materials**

Storage and safe custody of materials shall be the responsibility of the Contractor. He shall employ necessary watch and ward establishment for that purpose and no extra claim whatsoever shall be entertained on this account.

### **3.5.5 Supply of water and electric power**

- 3.5.5.1 The contractor shall have to make his own arrangement for water supply and electric power necessary for the work. Any recommendatory letters to the concerned department shall be issued by the JDA for this purpose if requested by the contractor. However, JDA shall not be responsible for any delay in getting the required supply and no claim on this account will be acceptable by JDA.

#### **3.5.5.2 Electric supply, charges and precautions**

The electric connections shall be obtained by the contractor for use for the work under the contract subject to the following conditions:-

- a) The charges pertaining to electric supply including installation of temporary connection including the cost of making electric sub-station if needed, laying cables wherever necessary upto the meter from the relevant electricity supply authority pole and from meter upto actual consumption point and the cost of electricity shall be borne by the Contractor. The Contractor shall also bear the entire cost of connection charges in case electric connection is discontinued by the electric supply authority.
- b) It will be the responsibility of the Contractor to make necessary arrangements for the illumination to be provided on the main road in the work area. The Contractor shall make his own arrangement for any further requirements in respect of illumination at site of work. No claim whatsoever on this ground shall be entertained and the Contractor shall bear the full expenses in respect of the same.
- c) The Contractor shall at all times observe the Indian Electricity Rules and any other rules/bye laws applicable at the time and any damage/penalty on account of violation of any of the rules/bye laws shall be responsibility of the Contractor.
- d) The Employer shall in no way be responsible for any delay in getting the electric connection and no claim on this account whatsoever, shall be entertained. It should be clearly understood that the Contractor has to make his own arrangement for use before the electric connection is made available and also to be used as a stand-by arrangement in case of power failure etc. or in the case of disconnection of electric supply by electric supply authority for any reason.
- e) It shall be mandatory for contractor to provide safety light during night for safe movement of traffic and provide follow safety instruction provided in IRC code for safety in construction zone.

### **3.6 ACCESS ROADS AND HAUL ROADS**

- 3.6.1 Existing public roads may be used by the Contractor to carry out construction activities with prior approval of the competent authority. The Contractor shall pay all statutory vehicle licenses and permit fees for the use of public roads.
- 3.6.2 The Contractor shall indemnify the Employer against all claims for damage to any road or bridge caused by movement of his traffic, including such claims as may be made directly against the Employer and shall negotiate and pay all claims arising out of such damage.

- 3.6.3 No extra payment will be made for construction and maintenance of any temporary haul roads including any special protection or strengthening required and all cost of such works shall be deemed to have been included in the cost quoted by the Contractor.

### **3.7 SAFETY, LIGHTING AND FIRE PREVENTION**

#### **Safety of Workers**

- 1.7.1 Over and above the provisions made in Safety Code included in GCC and Conditions of Contract for Safety, Health and Environment the following will also be applicable.
- 1.7.2 In respect of all workmen directly employed on the work for the performance of the Contractor's part of this agreement, the Contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety Codes given below and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangements, and provide necessary facilities as aforesaid, he shall be liable to pay penalty prescribed under relevant clauses of these bid documents for each default and in addition the EIC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that account from the contractor and no claims whatsoever shall be entertained.

1. IS 3696 (Part I); Safety Code for Scaffolds and Ladders.
2. IS 3696 (Part II); Safety Code for Scaffolds and Ladders Part II.
3. IS 3764, Safety Code for excavation work.
4. IS 4081 , Safety Code for blasting and drilling operations
5. IS 4138, Safety Code for working in compressed air.
6. IS 5121; Safety Code for piling and other deep foundations.
7. IS 5121, Safety Code construction involving use of hot bituminous materials.
8. IS 7293, Safety Code for working with construction machinery.
9. IS 7969, Safety Code for storage and handling of building materials.
10. IRC safety code for construction zone IRC(SP) 55 2001
11. Any other code and/or as per directions of EIC.

- 1.7.3 NIGHT WORK:- Normally No work during night work shall be allowed .In any special situation permission from EIC is required to execute the work during the night.**

#### **1.7.4 SECURITY MEASURES**

Security arrangement for the work shall be adequate conforming to IS Codes, applicable rules and laws of the land. The contractor shall be held responsible for the action or inaction on the part of his staff and employees and also those of any approved sub-contractor. The Contractor shall also provide and maintain adequate security personnel on continuous basis for ensuring security of the works for duration of contract.

#### **1.7.5 ANCILLARY AND TEMPORARY WORKS**

- i. The contractor's proposals for execution of all ancillary and temporary works shall be in conformity with the proposals submitted along with the Tender and modification thereto as approved by the EIC.
- ii. The Contractor shall submit drawings, supporting design calculations when called for by the EIC and other relevant details of all such work to the EIC for approval well before he desires

to commence such works. Approval by the EIC of any such proposal shall not relieve the Contractor of his responsibility.

- iii. No extra payment shall be made for complying with the provisions of this clause. The cost of the same shall be deemed to be included in the Tendered Cost as accepted by the Employer.
- iv. No separate payment shall be made for complying with provisions of this clause and all costs shall be deemed to have been included in the Tendered Cost as accepted by the Employer.
- v. The Contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and shall be acceptable to the authorities concerned.

#### **1.7.6 SERVICES**

- i Underground and overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost.
- ii The contractor shall not have any claim in case of delay in shifting of services or removal of obstructions. However, suitable extension of time shall be granted by Engineer-in-charge for such delays proportionately. Shifting charges shall be met by the Employer.
- iii No extra payment will be made to the contractor for damage caused by rains, floods, earthquake, fire, accidents and other natural calamities during the execution of work.

#### **1.7.7 PROGRESS & PROJECT MONITORING**

##### **(Amplification of clause 2 of GCC)**

- i After the work order issued by JDA, the contractor shall submit within 10 days the complete detailed work programme mentioning Key Dates for the mile stones and get it approved by JDA, failing which JDA may fix key dates at its own which shall be binding to the contractor and shall be applicable for deduction of liquidated damages. The contractor shall also submit monthly programme in the first week of every month to the EIC an up to date.
- ii Whenever the contractor proposes to change the construction programme he shall immediately advise the EIC in writing and, if the EIC considers the change a major one, the contractor shall submit a revised programme for approval.
- iii If the contractor falls behind the approved construction programme, he shall, within fourteen days of the date of such default, submit for approval a revision of the construction programme showing the proposed measures, including augmentation of plant, labour and material resources to complete the works on time.
- iv The Employer or the EIC will hold periodical Progress Status Review Meeting. The Contractor shall depute his Engineers/Managers at appropriate level as decided by the EIC to attend the Review Meeting.

- v Progress photographs of the major events shall be submitted by the Contractor along with the Progress Reports. No extra payment will be made for supply of progress photographs.
- vi No separate payment shall be made for the requirement under this clause and the same shall be deemed to be included in the Tendered Cost as accepted by the Employer.

### 1.7.8 **RIGHT OF WAY**

- i Right of way to the work site will be provided to the contractor. The contractor shall prepare at his own cost approach road to the site of work. The Employer reserves the right to make use of the service road for themselves, all other connected agencies in the area as and when necessary without any payment to the contractor. If the contractor wishes to use the existing roads, he may do so after taking permission from competent authority and after due strengthening of such roads to take any anticipated heaviest traffic at their own cost as may be required by the authority.
- ii The contractor shall plan transportation of construction materials, components and equipment's over public roads in accordance with traffic regulations as applicable at the time and without causing any obstruction to other traffic or causing accident. No claim whatsoever will be entertained on this account.
- iii All arrangements for maintenance of traffic diversion including traffic signals/regulations during construction and maintenance period shall be considered as incidental to the work and contractor's responsibility and nothing extra shall be payable in this respect.
- iv The contractor shall take all necessary measures for the safety of traffic and the workers during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagmen as necessary, all around the excavation/construction area and at such intermediate points, as directed by the EIC including the proper identification of the construction areas. He shall be responsible for all damages and accidents on account of construction and other relevant activities. Nothing extra shall be paid on account of above.
- v The temporary warning signs/lamps shall be installed at all barricades during the hours of darkness and kept lit there at all times during these hours and nothing shall be paid extra on this account. However, traffic police signals shall not be the responsibility of the contractor.

## 3.8 **TIME MANAGEMENT**

### 3.8.1 **Commencement of Work**

The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer. Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.



### 3.8.4.1 Access for Engineer

The Contractor shall allow the Engineer or the Engineer's Representative, at all times access to the Site, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub Contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.

### 3.8.4.2 Access Road and Way Leaves

Providing access roads/ way leaves to the Site will be Contractor's responsibility.

### 3.9 Time for Completion

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion of the whole of the Works and/or parts thereof before the same is taken over by the Employer.

### 3.10 Delay

**3.10.1** Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

**3.10.2** In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages in addition to any other compensation for the damages suffered by the Employer. This is without prejudice to the right of the Employer to rescind the Contract.

### 3.11 Extension of Time for Completion not on Contractor's fault

The time within which, the Works or any phase or part of the work is to be completed, may be extended by the Engineer by such further period of time as may reasonably reflect delay in completion of Works notwithstanding due diligence and the taking of all reasonable steps by the Contractor to avoid or reduce such delay, caused by any of the following events

- i. "Force Majeure" referred to in **Clause 46.0**
- ii. The issue of any instruction or major Variation by the Engineer
- iii. The Contractor not being given possession of or access to the Site or any part thereof in accordance with the Contract
- iv. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
- v. Acts or omissions of Other Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.

- vi. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause
- vii. Any order of Court restraining the performance of the Contract in full or in any part thereof
- viii. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control

However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor. If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay, together with any notice required by the Contract and relevant to such Clause.

### **3.12 Extension of Time for Delay due to Contractor and Liquidated Damage**

#### **3.12.1 Extension of Time for Delays due to Contractor**

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

#### **3.12.2 Liquidated Damages**

**3.12.2.1** In case the Engineer decides to extend the Contract with liquidated damages for delays due to Contractor, in that case without prejudice to any other right or remedy available to the Employer, the liquidated damages shall be levied as per clause 3.12.2.2.

The decision of the Engineer as to the Liquidated Damages payable by the Contractor under this Clause shall be final and binding. For submission of detailed work programme, key dates etc.

**3.12.2.2** These liquidated damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under this contract. These liquidated damages levied shall be in addition to all other penalties/ compensations/ liquidated damages.

### **3.14 Suspension**

**3.14.1 Suspension of Work:-** The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor will protect, store and secure such part or whole of the Works against any deterioration, loss or damage.

**3.14.2 Consequences of Suspension:-** The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work. If such suspension is

- a. Provided for in the Contract, or
- b. Necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- c. Necessary for the safety of Works or any part thereof or

- d. Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the Site or
- e. To ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities.

### **3.15 TERMINATION OF CONTRACT**

#### **3.15.1 Termination for Employer's Convenience**

- (i) The Employer may terminate the Contract by giving notice to the Contractor with effect from the date stated in the notice, for its convenience and without need to give reasons.
- (ii) The Contractor must comply with the instructions of the Employer to wind down and stop work and the Contractor must leave the Site by the date stated in the termination notice and remove all Temporary Works it has brought on to the Site except for those items identified in the termination notice as to be retained on the Site.
- (iii) After termination under **Clause 3.15.1**, subject to its other rights under the Contract, the Employer must pay to the Contractor:
  - a. the value of approved Materials actually brought to the Site and reasonably required to execute the Works during next three months, as per approved programme, and
  - b. Value of Work completed up-to-date by the Contractor at rates specified in the Contract, after taking into account any deductions, retentions, setoff
  - c. In addition, a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect.
- (iv) The payment as above are full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the Contract or otherwise.
- (v) Any remaining tools, plants, equipment's and surplus Materials of Employer with Contractor will be returned to the Employer at Employer's depot at Contractor's cost. In case of failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other money due in any other Contracts. The decision of the Engineer of amount to be recovered will be final decision and full credit at rates initially charged to the Contractor shall be allowed for such Materials. Similarly the Employer shall be entitled to recover the cost of unreturned material, plant, equipment and tools from the Contractor where such Materials have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the Contractor as stipulated in the Special Conditions of Contract.
- (vi) Provided further, that any diminution of quantities against individual items of the Contract, merely as a variation when the work is completed, shall not constitute foreclosure of Contract in terms of this clause, and no compensation or payment whatsoever as per this clause will be due or payable to the Contractor on that account.

#### **3.15.3 Rescission of Contract Due To Death of Contractor / Partner**

If the Contractor is an individual or a sole proprietary concern, and the Contractor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case unless the Employer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, , or in the case of a partnership firm, all surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to rescind the Contract as to its incomplete part. The Engineer's decision in

this regard will be final and binding on the parties. In that event, the Employer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of Contract. Provided further that the legal representatives of the Deceased Contractor the surviving partners, shall also not be liable to pay any damages, to the Employer, in respect of incomplete part of the Contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the Contracting firm, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said Contracting firm as the case may be.

### **3.15.4 Termination of Contract Due To Contractor's Default**

#### **3.15.4.1 Notice to Correct**

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and remedy it within a specified reasonable time as the Engineer may deem reasonable.

#### **3.15.4.2 Conditions Leading To termination Of Contract**

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to comply with a notice under Sub clause 3.15.4.1
- b) abandons or repudiates the Contract
- c) without reasonable excuse fails to commence the Works in accordance with the Contract
- d) sub Contracts the whole of the Works or assigns the Contract without Approval of the Employer
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
- h) fails to remove Materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said Materials or Works have been condemned or rejected, or
- i) fails to take steps to employ competent and/or additional staff and labour, or
- j) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or
- k) indulges in corrupt or fraudulent practices as explained in Clause 3.16.1 (a) (ii)

In any one these events or circumstances, the Employer may upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. The Employer shall give a 2 days' notice to the Contractor towards the end of this 14 day period following which the Contractor shall remove all his plants and Machinery from the Site within these two days failing which Liquidated Damages shall be levied on the Contractor. However, in case of sub-paragraph (e) or (i), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

After termination, the Employer may complete the Works and/ arrange for any other entities to do so at the risk and cost of the Contractor. The Employer and his entities may then use, the roads, the Contractor's documents and his design document made by or on behalf of the Contractor.

**On termination of Contract due to Contractor's default, the Employer shall be entitled to**

- a. forfeit the whole or such portion of the Performance Security amount as he may consider fit, and
- b. Recover from the Contractor the cost of carrying out the balance work in excess of the sum which he would have been paid according to the certificate of the Engineer, if the Works had been carried out and completed by the Contractor under the terms of Contract. Such certificate shall be final and binding upon the Contractor. The amount to be recovered may be deducted by the Employer from any monies then due or which, at any time thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise.

**3.15.4.3 Non-exercise of power not to constitute waiver**

Provided always that in case any of the powers conferred upon the Employer by **Sub-clause 3.15.4.1** and **Sub-clause 3.15.4.2** above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

**3.16 CORRUPT OR FRAUDULENT PRACTICES**

3.16.1 The Employer requires that the Bidders/Contractors observe the highest standards of ethics during

Tendering and execution of this Contract. In pursuance with this policy, the Employer:

- a. defines, for the purpose of these provisions, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Employer, Engineer or any of their employees, influence in the procurement process or in Contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b. Will reject the Tender for the work or rescinds the Contract if the Employer determines that the Bidder/Contractor has engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

# **SECTION – 4**

**(GENERAL TECHNICAL  
SPECIFICATIONS)**

# GENERAL TECHNICAL SPECIFICATIONS

## 1. SCOPE OF WORK

Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur is long demand of public is approaching all platform for laying sewer lines in this area.

In this proposal the size of sewer pipe line is RCC NP-3/NP-4 1600 mm dia. The sewer pipe material used in this work are RCC pipes 1600 mm dia NP-3 RCC pipes and precast/cast-in-situ manhole in M-40 grade for sewer network, for Bambala Area, Sanganer

### A. The main activities in construction of sewer network are as follows:

- The whole sewer network proposed work for Bambala Area, Shikarpura Road, Sanganer to be covered in this work.
- Preparation of L-section of sewer network to be laid under this package & its approval from Engineer -in -charge prior to start the work.
- Procurement of various construction material such as pipes (RCC NP-3/NP-4), manhole in M-40 (Precast, cast in situ), manhole cover, bedding material, shuttering, barricading etc after proper third party/Engg in charge inspection
- Excavation for sewer line with safety
- Laying of sewer line
- Making connection of sewer line with existing sewer manhole
- construction of manhole
- laying of pipe for house connection
- providing proper barricading
- Providing proper shuttering
- providing Proper bedding
- Hydraulic test of sewer line and manhole
- Backfilling of excavated soil & removal of extra soil
- Proper compaction of trench.
- Restoration of Road
- Providing alternate pathway for safe movement of vehicles
- Taking proper safety measures
- Safety of public utilities
- Restoration of public utilities damaged due this work if any
- Providing temporary mobile toilet
- Commissioning of whole sewer line .
- Maintaining sewer line in running condition during Defect liability period
- Submission of As built Drawing mentioning all details of executed work including geo tagging of manholes in workable soft as well as hard copy.
- Any other work which required for successful execution of this work as directed by Engineer in charge

### B. Miscellaneous

- Submission of monthly progress report

- All aspects of quality assurance (including test loading) for various components of the work as specified or as directed;
- Clearing of Site and handing over of the works, as specified or as directed;
- Submission of detailed programme showing the sequence of activities, method of construction, details of constructional plant and equipments, with which the bidder proposes to carry out the entire work, as shown in the relevant drawings and as specified.,
- Detail project planning programme
- Furnishing of all requisite particulars as stated above
- Any other work required to be carried out to complete the works in all respects in accordance with the provisions of the contract and / or as directed by the Engineer in Charge ensuring proper functioning of sewer line and safety during and after construction even though not specifically mentioned in the contract but reasonably implied as necessary for successful implementation of the contract.
- Provision for site office for Engineer in charge at his own cost
- Providing vehicle for transporting JDA technical staff responsible for execution of this work
- Provision for site laboratory with all equipments necessary for conducting day to day test as per requirement of work specification

## 2. TECHNICAL SPECIFICATION

### A. PIPE WORK

#### 1 DOUBLE WALL CORRUGATED (DWC) HDPE PIPES:

##### a) APPLICABLE CODES

The manufacturing, testing, supplying and testing at work sites of HDPE-DWC pipes shall comply with IS 16098 Part-II: 2013 and all currently applicable statutes, regulations, standards and Codes. In particular, the following standards, unless otherwise specified herein, shall be referred. In all cases the latest revision of the Codes shall be referred to. If requirements of this Specification conflict with the requirements of the standards / Codes, this Specification shall govern:

Code No.	Title/Specification
IS 4905:1968	Methods for random sampling.
IS 5382:1985	Specification for rubber sealing rings for gas mains, water mains and sewers (first revision). Type-I & Type-
IS 12235	Methods of test for thermoplastics pipes & fittings.
(Part 1): 1986	Method of measurement of outside diameter.
(Part 5):1986	Reversion test
(Part 8):1986	Internal hydrostatic pressure test
IS 16098 Part-II:2013	Structured wall plastics pipes for non pressure drainage and sewerage-specifications.

Others Codes not specifically mentioned here but pertaining to the use of HDPE-DWC pipes form part of these Specifications.

The manufacturer's own rework material conforming to the requirements given in 3.25 of IS:16098 is permissible. No other rework material shall be used.

##### b) MARKING : GENERAL



Marking shall be labeled, printed or formed directly on the pipe or fitting, in such a way that after storage, weathering and handling the legibility shall be maintained. Marking shall not initiate cracks or other types of defects which adversely influence the performance of the pipes or the fitting. Minimum Required Marking.

**c) PIPES**

Each pipes shall be marked at intervals of maximum 3 m, at least once per pipe, with the following information:

- Manufacturer's name/Trademark;
- Diameter series, nominal size;
- Stiffness class;
- Material; and Lot number/batch number containing information regarding period of manufacture.

**d) FITTINGS**

Each fitting shall be marked with the following information:

- a) Manufacturer's name/Trade-mark;
- b) Diameter series, nominal size;
- c) Nominal angle;
- d) Stiffness class;
- e) Material; and Lot number/batch number containing information regarding period of manufacture.
- f) BIS Certification Marking each pipe or fittings may also be marked with the standard Mark.

The use of the Standard mark is governed by the provisions of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations made there under

**e) PRODUCT IDENTIFICATION**

Product markings on Crumple Plastic Pipe will include the following information to facilitate jobsite inspection.

Nominal pipe size Manufacturer's name Date code Application standard(s)

**f) WORKMANSHIP/ APPEARANCE**

Pipes shall be free from all defect including indentations, delaminating, bubbles, pinholes, cracks, pits, blisters, foreign inclusions that due to their nature degree or extent detrimentally affect the strength and serviceability of the pipe. The pipe shall be as uniform as commercially practicable in colour opacity, density and other physical properties as per relevant IS Code or equivalent International Code. The inside surface of each pipe shall be free of scouring, cavities, bulges, dents, ridges and other defects that result in a variation of inside diameter from that obtained on adjacent unaffected portions of the surface. The pipe ends shall be cut clearly and square to the axis of the pipe

**g) MEASUREMENT**

The net length of pipes as laid or fixed shall be measured in running meters correct to a cm.

**h) INSPECTION AND TESTING:**

The pipe shall be delivered at site after inspection by the nominated inspectors by the Employer.

Physical Dimensions and visual inspection: The Manufacturers test reports shall be provided for

review. Mechanical Characteristics shall be in accordance to IS 16098- 2013. Ring Flexibility shall be as per IS 16098.

Pipe manufacturers are a valuable resource during the project planning stage since they are familiar with adapters that work well with their own products.

#### **i) BELL & SPIGOT COUPLERS WITH “O” RING GASKETS**

These couplers to impede or prevent the infiltration or infiltration of liquids in NON-PRESSURE application.

1. Bell & Spigot Couplers with “O” Ring Gaskets:- These couplers are produced on the pipe during the pipe extrusion process. Bell & Spigot pipes are available in 20-foot lengths, each coupler Spigot End comes with a non-pressure pipe water leak restriction gasket manufactured per ASTM-D-477. one should not test until the pipes have been backfilled or restrained for safety.

#### **j) UNLOADING**

- a) The Contractor should set aside an area for products to be stored on site.
- b) This area should be flat, free of large rocks, rough surfaces and debris.
- c) It should also be out of the way of construction traffic.
- d) Pipe may be delivered either palletized or loose, depending on the type and quantity of product.
- e) Pallets may be unloaded with a backhoe, forklift or other piece of equipment and a nylon sling or cushioned cable.
- f) The sling should be wrapped around the pallet at the third points as it lifts the pallet onto the ground. As an alternative to using a sling to unload full pallets, the pallet may be opened and lengths of pipe unloaded individually be carefully rolling single lengths of loose pipe from the delivery truck onto the front end loader, then onto the ground.
- g) Alternately, the pipe can also be lifted using a nylon sling or cushioned cable at the third points.
- h) End handling with a forklift MUST NOT be used as pipe damage will occur.
- i) Due to joint weight, larger diameter pipes should not be off loaded by hand.

#### **k) JOB SITE STORAGE**

- a) Reasonable care should be used in handling pipe.
- b) The pipe should not be dropped, dragged or bumped against other pipe or objects.
- c) Palletized pipe should remain in the pallet for jobsite storage.
- d) Non-palletized pipe can be stockpiled for temporary storage in a flat debris-free area out of the way of construction traffic.
- e) Begin the stockpile with secured timbers spaced the width of the proposed stockpile at a distance not exceeding the third points.
- f) For pipe with attached bells, a recommended stacking method is to alternate the direction of the pipe lengths so that the bells are not stacked on each other.

- g) As upto three pipes can be laid before alternating directions. Subsequent layers should follow the same pattern as the first but with fewer sticks of pipe in each row.
- h) For smooth interior pipe, storage space can be minimized by nesting smaller diameters into large diameter pipe.
- i) Factory installed gaskets on the spigot should be protected by positioning them between corrugations.

#### **1) STRINGING THE PIPE**

- a) Placing the pipe and accessories along the open trench, or “stringing” Can save handling time.
- b) Each pipe length should be laid on a level surface as near as possible to the trench on the side opposite the excavated trench material; allow some space between pipe to protect pipe ends.
- c) The pipe should be out of the way of any equipment in a location that will allow excavation to proceed uninterrupted.

### **2 UNPLASTICIZED POLY VINYL CHLORIDE (upvc) PIPES:**

#### **a) APPLICABLE CODES**

The manufacturing, testing, supplying and testing at work sites of upvc pipes(SWR) type B shall comply with IS 13592 and all currently applicable statutes, regulations, standards and Codes. In particular, the following standards, unless otherwise specified herein, shall be referred. In all cases the latest revision of the Codes shall be referred to. If requirements of this Specification conflict with the requirements of the standards/Codes, this Specification shall govern:

Code No.	Title/Specification
IS 4905:1968	Methods for random sampling.
IS 5382:1985	Specification for rubber sealing rings for gas mains, water mains and sewers (first revision).
IS 13592-1992	Un plasticized non-pressure polyvinyl chloride (PVC-U) pipes for use in underground drainage and sewerage systems— Specification

Others Codes not specifically mentioned here but pertaining to the use of PVC-U pipes form part of these Specifications.

#### **b) MARKING**

Each pipe shall be clearly and indelibly marked in ink/ paint or hot embossed on white base at intervals of not more than 3 m, but at least once per pipe, in the colour differs from the basic colour of the pipe. The marking shall be legible without magnification. The marking shall not initiate cracks or other types of defects which adversely influence the performance of the pipe. Marking by indentation reducing the wall thickness not more than 0.15 mm shall be deemed to conform to this clause without infringing the requirements for the wall thickness. The markings shall include the following:

- a) Identification of the source of manufacture or trade-mark,
  - b) The nominal pipe diameter,
  - c) Stiffness class of pipe,
  - d) Insertion depth of end for joint to be marked on perimeter of pipe on both the ends by 10 mm thick red colour.
  - e) Batch No. /Lot No. or date of manufacture.
- c) INSPECTION AND TESTING:**

The material will be inspected and tested by the third party Inspectors to be nominated by the Employer. The sampling procedure to be adopted and the criteria for conformity shall be as given in Annex F of IS: 13592-1992

Physical Dimensions and visual inspection: The Manufacturers test reports shall be provided for review.

Vicat Softening temperature shall be carried out as per Annex A of IS 13592 Ring Stiffness shall be as per IS 13592.

Resistance to Internal Hydrostatic pressure shall meet the requirements of IS 13592.

#### **d) JOINTS**

Elastomeric sealing rings shall be free from substances (for example, plasticizers) that can have a detrimental effect on the polyvinyl chloride of the pipes or fittings used in conjunction with the pipes.

The design of the profile and dimensions of the sealing ring is left to the manufacturer, as long as the pipe with the sealing ring meets the requirements of this standard. Where the design of the socket is such that the sealing ring is not firmly fixed in position, the housing for the ring shall be so designed as to minimize the possibility of the ring being dislodged during insertion of the pipe (or spigot of a fitting) to complete the joint.

Elastomeric sealing rings shall be in accordance with one of the types (Type 1 to Type 6) of IS 5382. The manufacturer has to, however, specify the type of sealing ring (namely Type 1, 2, 3, 4, 5 or 6) that is being offered.

### **3 RCC PIPES**

#### **PRECAST CONCRETE PIPES WITH REINFORCEMENT ACCORDING TO IS 458: 2003.**

##### **RAW MATERIAL**

- 1) All types and sizes of steel used for longitudinal and spiral reinforcement shall be ISI marked conforming to the relevant Indian Standard as mentioned in IS 458.
- 2) Fly ash, if used - IS 3812 (Part 1).
- 3) All types and sizes of coarse and fine aggregate – clause 5.3 of IS 458 and clause 3 of IS 383.
- 4) Cement used for the manufacture of concrete pipes shall be ISI marked conforming to the relevant Indian Standard as mentioned in IS 458.
- 5) Water used for mixing of concrete and curing of pipes – clause 5.7 of IS 458 and clause 5.4 of IS 456.
- 6) Concrete used in manufacturing of pipes/collar shall conform to clause 5.5 of IS 458. Strength of concrete shall be ensured by testing concrete cubes/cylinder.
- 7) Rubber ring chords used in pipe joint (If supplied) – IS 5382.
- 8) Chemical admixtures (If used) – IS 9103.

**Note:- If different type and/or sizes of steel for reinforcement are used, it shall be treated as additional raw material. Similarly, if source and/or size and types of coarse and fine aggregates changed, it shall be treated as additional raw material**

##### **GROUPING GUIDELINES**

1. IS 458 : 2003 covers Precast Concrete Pipes which are categorized as under:
  - a) Reinforced/Unreinforced
  - b) Manufacturing process - Spun/Vibrated cast
  - c) Pressure rating class - NP1, NP2, NP3, NP4, P1, P2 and P3
  - d) Sizes - 80 mm to 2600 mm (based on class of pipes)
  - e) Joints - Flush jointed/Spigot and Socket ended/collar jointed
2. Precast Concrete Pipes are classified as under based on sizes and pressure rating.
3. Considering the above, the following grouping guidelines for GoL/CSoL have been developed:
  - (a) Precast concrete pipes and collars (as applicable) of any two sizes from each group and each class shall be tested in the factory for all the requirements to cover the complete range of sizes in that class.
  - (b) Samples from each type of joint (collar joint/flush jointed/spigot and socket ended) and each manufacturing process (spun cast/vibrated cast) shall be tested as per the above grouping for covering the pipes with the particular type of joint and manufacturing process tested.
4. The Firm shall declare the varieties of pipes they intend to cover in the Licence. The Scope of Licence may be restricted based on the Manufacturing capability and Testing facilities of the Manufacturer.
5. During the operation of the Licence, BO shall ensure that all the Varieties covered in the Licence are tested in rotation to the extent possible.
6. Cement Concrete cubes/Mortar cubes shall be cast in the factory during surveillance visits and the quality of concrete/mortar used in manufacturing of pipes shall be assessed through independent testing. Details of mix design may also be obtained from the firm.

## ***LIST OF TEST EQUIPMENT***

**Major test equipment required to test as per the Indian Standard:-**

<b>Sl. No.</b>	<b>Tests used in with Clause Reference</b>	<b>Test Equipment</b>
1	Dimension and Tolerance/ Workmanship and Finish Clause 8 & 9	Steel Tape, Steel Scale, Steel Scale, Vernier Calipers, Digital Micrometer, Straight Edge as per IS 3597, Go & No-Go Calipers.
2	Three-edge bearing test Cl. 10.2(b)	Three Edge Load Bearing Test arrangement with Hydraulic Jack and Load gauge complete assembly as per IS 3597, Gauge Leaf as per IS 3597 (0.25 mm thickness)
3	Hydrostatic Test Cl. 10.2 (a)	Hydrostatic Test Arrangement fitted with “water gauge or “pressure gauge of suitable range and least count ” and water filling arrangement as per IS 3597
4	Permeability Test Cl. 10.2(c)	Permeability Test Arrangement with graduated glass tubes, metal cups, wash bottles, crocks etc as per IS 3597
5	Compressive strength of concrete cube Cl. 10.1.1	Compressive Strength Test Machine fitted with Load Gauge suitable to test cement concrete/mortar test Cube Moulds of size 150 x 150 x 150 mm if cement concrete used and size 7.09 x 7.09 x 7.09 mm if mortar is used for manufacturing of pipes
6	Split tensile strength of Concrete cylinder Clause 10.1.1	Cylindrical Mould and testing machine of adequate range and least count as per IS 5816
7	Weighment of reinforced cage Cl.8.1	Weighing Balance of suitable least count and range
8	Size of aggregates Cl. 5.3	Sieve Set IS Sieve Designations : 80mm, 40mm, 20mm, 10 mm, 4.75 mm, 2.36mm, 1.18mm. 600 micron, 300 micron and 150 micron.

The above list is indicative only and may not be treated as exhaustive.

### **SCHEME OF INSPECTION AND TESTING**

**1. LABORATORY:-** A laboratory shall be maintained which shall be suitably equipped (as per the requirement given in column 2 of Table 1) and staffed, where different tests given in the specification shall be carried out in accordance with the methods given in the specification. The manufacturer shall prepare a calibration plan for the test equipments.

- 1. TEST RECORDS** –The manufacturer shall maintain test records for the tests carried out to establish conformity.
- 2. LABELLING AND MARKING** – As per the requirements of IS 458:2003.

3. **CONTROL UNIT** – Every 50 pipes/collars or part thereof, of same class and size, manufactured/cast in a month under similar conditions (from same consignment of cement, same mix ratio for concrete and similar curing condition) shall constitute a control unit.
4. **LEVELS OF CONTROL** - The tests as indicated in column 1 of Table 1 and the levels of control submitted by the manufacturer in column 3 of Table 1, shall be carried out on the whole production of the factory which is covered by this plan and appropriate records maintained in accordance with paragraph 2.0 above.
  - 4.1 All the production which conforms to the Indian Standards and covered by the licence should be marked with Standard Mark.
5. **REJECTIONS**–Disposal of non-conforming product shall be done in such a way so as to ensure that there is no violation of provisions of BIS Act, 2016.

**TABLE 1**

(1)				(2)	(3)		
Test Details				Test equipment requirements R: required (or)2 S: Sub-contracting permitted	Recommended Levels of Control		
Clause	Requirement	Test Methods Clause Reference			No. of Sample	Frequency	Remarks
4.1 10.2 (a)	Hydrostatic test (pressure pipe)	7	IS 3597	R	Each pipe		
4.2 10.2 (a)	Hydrostatic test (non-pressure pipe)	7	IS 3597	R	1	Each control unit	
10.2 (b)	Three-edge bearing test	5	IS 3597	R	2	Each control unit	Minimum safe load shall be applied. Results recorded as Pass/Fail
					1	*	Load shall be applied till a crack of 0.25 mm is produced and further increased till ultimate load is reached.
10.2 (c) 10.2.1	Permeability test	8	IS 3597	R	1	*	
5	Material						
5.2	Cement	5.2	IS 458	S	-	-	Cement received shall be ISI marked and accompanied with test certificate.
5.3	Aggregates	5.3	IS 458 IS 383	S	One	Once in year for each size.	Additional sample shall be tested wherever there is change in source of raw material.
5.4	Reinforcement	5.4	IS 458	S	-	-	Reinforcement material received shall be ISI marked and accompanied with test certificate.



5.5 10.1.1	Compression Test on Concrete/mort ar Cubes	5.5.1 5.5.3 10.1.1	IS 458	R	One consis ting of 3 cubes from each consi gnme nt of ceme nt	Supply of cement executed against order spread over up to three months shall be taken as one consignment for this test only. One sample may be tested in a month in case same mix is used for different size/class of pipes.
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5.5 10.1.1	Splitting tensile strength test	5.5.2 10.1.1	IS 458 IS 5816	R	One  of 3 cylinders from each consignment of cement	One differen t size/clas s of pipes (For pressur	
5.6	Rubber ring	5.6	IS 458 IS 5832	S	1	Each size and source	No furt her
5.7	Water	5.4	IS 456	S	1	Once in a year or	
5.8	Chemical admixture s (if used)		IS 9103	S	1	Each consign ment	No furt her
6.1	Design/General	6.1	IS 458	R	Each pipe	-	
6.2 7.3	Reinforcement	6.2 7.3 7.3.1 7.3.2	IS 458	R	Each pipe	-	Eac rang e of obs erve
6.2 6.4	Clear cover and pitch of spirals	6.2 6.4	IS 458	R	1	Each contro l unit	Cle and ens ured
6.3	Ends of pipes	6.3	IS 458	R	Each pipe	-	
6.3.1	Flexible rubber ring joint testing	6.3.1	IS 458	R	-	-	As per agre
8.1 8.2	Dimension & Tolerances	8.1 8.2	IS 458	R	Each pipe	-	Ma y be che

9	Workmanship, finish and deviation from straight	9.1 9.2	IS 458	R	Each pipe	-	-
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\* Three edge bearing (ultimate load) test and permeability test shall be carried out on every 10<sup>th</sup> control unit for sizes upto and including 600 mm and on 20<sup>th</sup> control unit for sizes above 600 mm.

**Note-1** Hydrostatic test, three edge bearing test, Permeability test and Deviation from straightness test is not applicable to collars.

**Note 2** - Sub-contracting is permitted to a laboratory recognized by the Bureau or Government laboratories empanelled by the Bureau.

**Note 3** - The control unit and levels of control as decided by the Bureau are obligatory to which the licensee shall comply with.

## EXCAVATION WORK - CODE OF SAFETY

Excavation is one of the important phases of sewer line activity. Due to insufficient attention to the safety aspects, it sometimes becomes a major hazard and cause of many serious accidents. Safety aspects may assume such a great importance In all works, contractor shall be responsible for the strict observance, of the safety rules. Sides of excavation shall be inspected by supervisor during the course of excavation from time to time and after every rain, storm or other hazard-increasing occurrence and protection against slides and cavings shall be increased, if necessary. Complete information on the underground structures (such as water pipelines, gas mains, electrical conduit system and other civic facilities) is essential before doing the excavation work. Proper precautions shall be taken to prevent accident to the workmen engaged in excavation work and calamities for the general public.

Where medical facilities are not available nearby, first aid facilities like a first-aid kit shall be maintained at the site of work. Workers shall be instructed to use safety devices and appliances provided to them whenever it is necessary to do so, safety helmets shall be worn by all persons entering trench where hazards from falling stones, timber or other materials exist.

Appropriate safety footwear (rubber boots, protective covers, etc) shall be worn by workers/ employees who are engaged in work requiring such protection.

### MINIMUM BERM

Excavated material shall be kept away from the edge of the trench to provide a clear berm of a width of not less than one third the final depth of excavation or as required by design. In special cases, where the disposal area is limited or where the application of this requirement is impracticable, the person in charge may adopt a berm of reduced width in any case not less than 1 m provided the material being excavated is sufficiently stable and the shoring is designed to carry the additional load. In all such cases substantial toe-boards shall be provided to prevent 'roll backs' into the trench.

## **LADDERS**

Excavations shall have at least one ladder per 10 m of length or fraction thereof in case of relatively less hazardous works. Ladders shall extend at least one metre above the top of the cut to provide a hand hold when stepping on or off the ladder. At every part of a trench likely to be frequented by the public such fences, guards or barricades as will prevent a person or livestock from falling into the trench shall be provided and maintained in place at all times.

## **PROVISION OF LIGHTING AND WARNING SIGNALS**

Excavation areas shall be adequately lighted during night work. During the hours of darkness all public side walks and walkways shall be adequately illuminated and warning lights shall be placed in proper sites to ensure safety of pedestrians and the vehicular traffic.

## **SHORING AND TIMBERING**

### **General**

All trenches in soil more than 1.5 m deep shall be securely shored and timbered. All trenches in friable or unstable rock exceeding 2 m in depth shall be securely shored and timbered. Notwithstanding anything said above, it shall be understood that the need for shoring is a matter which shall receive careful and frequent consideration even in trenches less than 1.5 m or 2 m in depth (as the case may be) and where there is any doubt as to the safety of the work without shoring, no further excavation or other work shall be continued until adequate shoring is provided.

### **COMPOSITION OF MATERIALS**

Approved quality of sal wood shall be used for shoring and timbering a trench. Any other structural material having strength not less than that of sal wood may also be used for the purpose.

## **BARRICADING**

Contractor shall provide barricading as per the IS code specification. The work of excavation shall be taken up only after proper barricading. The left over work for next day shall be properly barricading including providing light illuminations during night.

The barricading of manhole pit is also required. No trench/pit without barricading shall be allowed. In case contractor fails to provide barricading even after direction of engineer in charge then engineer in charge shall be free to provide barricading and charges shall be deducted from contractor's running bills. Any direction regarding barricading given by Engineer In Charge.

Shall be followed properly. The liability of any accident due to absence of proper barricading shall be of contractor.

## **LAYING AND JOINTING OF SEWERS**

All the sewer lines are to be laid perfectly true both in alignment and to gradient specified. In case of spigot and socket pipe, the socket end of the pipe shall face upstream.

The sewer lines shall be laid such that the marking on pipes appears at the top of the pipes.

Properly fitted temporary wooden stoppers shall be provided to close the ends of all incomplete sewer line. The stoppers are only to be removed when pipes are being laid and jointed. Opening of sewer at end of day's work shall be capped and sealed.

Sewer pipe laying and jointing shall be started and completed only section wise as per the instruction of the engineer in charge's Representative. The sections shall be chosen manhole to manhole. However in unavoidable circumstances the section of sewer line shall be changed as per site condition & as directed by Project Employer's Representative. The work of sewer line laying, manhole construction and house sewer connections shall be done simultaneously so that all the necessary testing can be done efficiently.

After laying of pipe line the trench shall be filled up to top of pipe with moist soil. The trench can be filled up to the top of the pipe level with moist soil to ensure curing of concrete and then after testing of sewer line, trench should be filled. In the duration before filling the trench, soil should be kept moist to ensure adequate curing.

The sewer lines shall be secured in place with approved backfill material tamped under it and proper care shall be taken during tamping at the socket end of the pipe to check that it is not damaged. The watering shall be done on the refilled material in the trench before compaction based on the OMC of the soil to achieve 90 % MDD of the refilled material.

Special arrangements such as cranes, tripods with chain pulley block for lowering the pipes and fittings shall be made by Contractor at his own cost. In no case pipes and fittings shall be dropped.

The posts and rails shall in no case be removed until the trench is excavated, the pipes are laid and engineer in charge's Representative gives permission to proceed with the backfilling.

The pipes fittings and other construction material shall be placed along the alignment in advance with utmost care during transit so that they are not damaged. Any damage due to these reasons shall be Contractor's liability.

## **BEDDING OF SEWER LINES**

The bedding below the pipe line and backfilling shall be provided as per the standard / approved drawing / as per direction of the engineer in charge or his Representative. After the work of laying and jointing of pipes is completed, the pipes line shall be subjected to hydraulic test at work site. The pipes line should be tested immediately after laying of pipe line. The water required for testing and for any other purpose shall be arranged by the Contractor at his own cost..For bedding IS code 783:1995 may be referred.

## **PRECAST RCC MANHOLES GENERAL**

It is proposed to provide circular manholes. The general construction of the manhole shall be RCC Precast manholes as per the approved drawings. The contractor will be responsible to ensure procurement and placement of the precast elements in position without any damage. The jointing of the various elements will be made so as to achieve the required water tightness. RCC pre-cast and RCC cast in situ elements shall be tested in accordance with the provisions of IS 456:2000.

The manholes shall generally conform to I.S. 4111.RCC works shall generally conform to IS.456-2000. The location of manhole shall be as per the approved drawing or layout given by the Engineer in charge or his representative. The Manhole dimensions and other details shall be as per the approved drawings. The Contractor, while constructing the manholes, shall suitably provide U-PVC pipe connection lines for the house sewer connection to prevent the undue breaking of man hole or road in future, as directed by the Engineer in charge. The location of manholes shall be as per the approved drawing or layout given by the Engineer in charge. The vent shaft connection shall be as per the approved drawing.

Pre-cast RCC M – 40 manhole & sewer chambers shall be procured / constructed simultaneously with the laying of sewers as per approved drawing and detailed specification.

RCC precast manholes shall be constructed as per approved drawings.

In case of Pre-cast RCC manholes, design mix concrete of grade M-40 shall only be used for the pre-cast manhole elements as per approved drawings.

The Contractor shall provide steel reinforcement as per design requirement in each Pre- Cast M-40 Grade Circular Rings including Starter Base Wall at the bottom of the manhole chamber, subject to a minimum of nominal reinforcement as per Code of “Practice of Plain and Reinforced Concrete” IS:456 2000. No extra payment shall be made to the contractor on this part. The Contractor should therefore take provisions accordingly.

Contractor may study the design, drawings and specifications carefully and if felt necessary, may increase the sectional thickness, reinforcement or the grade of concrete suitably. No extra payment shall be made to the contractor over the rates quoted by the contractor for any modifications / changes proposed by him. The contractor shall be fully responsible for the structural safety of the pre-cast manhole elements /components.

The manhole shall be used only after third party inspection/inspection by Engg-in charge or his representative. Any data or information received by the Contractor, from the department or otherwise, shall not relieve the Contractor from his responsibility for the design and execution and structural stability of the pre-cast elements.

## **ECCENTRIC CONICAL PIECE IN M40 GRADE: GENERAL**

- a) The work involves construction of Pre-cast RCC M-40 grade circular manhole chamber of designated diameter for various invert depths including required excavation of earth in all types of soils such as murrum, sand, sandy silt, black cotton soil, hard soil, kankar etc. disposing of surplus excavated material within a lead of 50 meter. The work includes laying of 150 mm thick plain cement concrete 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size) 1600/1800/2100 mm diameter bedding in foundation, providing and laying of plain cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate ) in channel & circular starter base wall up to 50 mm above outer dia. of sewer pipe and P&F in position of 125 mm thick 150/225/300 mm high Pre- Cast M-40 grade cement concrete ring at bottom and consecutive standard size 300 mm high rings. The work includes P&F pre-cast reinforced cement concrete eccentric conical piece of M40 grade, 125 mm thick having 560 mm and 1000/1200/1500 mm internal diameter at top & bottom respectively, fitted with Ferro-cement cover of 33 kg cast iron double seal ring & frame (heavy-duty) etc to withstand for class AA loading including supply and fixing of Ferro-cement footsteps and sealing of all joints with cement mortar 1:1 complete job as per detailed specifications, drawings and directions of Engineer in charge.
- b) The height of the M-40 grade cement concrete circular rings of manhole can be increased only after the approval of Engineer in charge.

## TOP ECCENTRIC CONICAL PIECE

Providing and fixing of Pre-cast RCC M-40 grade concrete eccentric conical piece for manhole manufactured using Weigh Batching Plant. Only Design Mix Concrete of Grade M-40 shall be used.

Shape: - Eccentric frustum of cone of designated diameter and thickness as per the enclosed drawings and specifications

Testing: Apart from the usual strength test on of the concrete mix non-destructive test for strength of the concrete is to be carried out on sample piece of pre-cast manhole elements as per the instruction of Engineer in charge.

## CIRCULAR RINGS

Providing and fixing of Pre-cast M-40 grade cement concrete circular rings for manhole chambers manufactured by using Weight Batching Plant.

Only Design Mix Concrete of Grade M-40 shall be used.

Shape: - Circular in shape with end keys at top and bottom of designated diameter, height and thickness as per the enclosed drawings and specifications. The height of rings can be increased in the multiples of 30cms after inspection and approval of Engineer in charge.

Testing: Apart from the usual strength test on of the concrete mix non-destructive test for strength of the concrete is to be carried out on sample piece of pre-cast manhole elements lot as per the instruction of Engineer in charge.

The contractor shall be responsible for the quality of the works during the executions of works with good Engineering practices. He shall, therefore, have his own independent and adequate setup for ensuring the same.

## MANHOLE FRAME AND COVER STEEL FIBRE REINFORCED CONCRETE (SFRC)

The selection of samples per lot for testing, failure percentage, no. of test, Concrete mix curing, etc shall be as per IS 12592 (part-I) for Pre-Cast Concrete Manhole Cover. The load of class AA shall be as per IRC guidelines.

The Manhole cover shall be heavy duty whereas for Road Side Chamber Cover and frame shall be medium duty in Steel Fibre Reinforced Concrete (SFRC) and shall confirm to IS 12592 (Part I & II) except for the scraper manhole. The inspection and testing for these shall be done by Third Party agency also in the presence of Engineer in charge or his representative. The load test shall be done in accordance with Table 1 of IS 12592 (Part – I). The cover & frame shall be manufactured as per approved drawing. The frame and cover of manhole shall be in SFRC as per approved drawing.

## VENT SHAFTS GENERAL

Vent shafts shall be erected at places shown on the Drawings of longitudinal sections of the sewers or as directed by Engineer representative.

## RCC VENT SHAFTS

RCC vent shaft shall be of 100 mm Ø and 6.0 m height from ground level with inside core 150 X 150 at top & 200 X 200 at bottom in **PCC M15** foundation including flue chamber in brick masonry CM 1:4 with 20 mm thick cement plastering CM 1:3. This

shall be connected to the nearest manhole shaft by 150 mm diameter RCC pipe or as directed by Engineer representative.

## MEASUREMENT FOR VENT SHAFT

The rate quoted in Schedule of Quantities and Rates for Vent shaft shall be deemed to include the cost of RCC vent shaft, necessary excavation to manhole inclusive of concrete encasement, erecting, etc. complete. The measurement for vent shaft shall be on per number basis.

## THIRD PARTY INSPECTION

There are materials such as pipes, pre cast manholes, manhole covers, vent shaft which requires inspection for specification at manufacturers place. The contractor shall be responsible for inspection at his own cost. The whole charge such as inspection fee etc shall be borne by contractor. The contractor shall inform engineer in charge prior to inspection. Engineer in charge may himself witness the inspection at manufacturers place. In case the engineer in charge witness inspection then contractor shall make all arrangements at his own cost.

## PRECAUTIONARY MEASURES

Provisions for following precautionary measures shall be made by contractor at his own cost and precautions shall be taken by the contractor accordingly

### A. Traffic Control

Place easily readable and clear warning signs well ahead of work area. Fence off adequate space around the manhole for placing equipment and deposition of still removed. Place barricades or signs to channelize the traffic, if possible. Vehicles can be parked between the traffic and the work area. Use flagman at the two ends for controlling flow of traffic from each direction and to avoid a traffic jam, if the road is narrow and only one lane of traffic is possible.

### B. Manhole Safety

Ventilate the sewer line by opening two or three manholes on both the sides where work is to be carried out. The manholes should be opened at least one hour before start of operations. The opened manholes should be properly fenced to prevent any person, especially children, accidentally falling into the sewer. Dummy covers with BRC welded fabric can be used.

Where it is desirable to use the blowers, operate these for at least 30 minutes before start and during cleaning operations to ventilate the lowest working levels.

Use safety harness and life line before entering the sewer line. Two helpers at the top should be provided for each person. The person standing at the top must send signals at every few minutes interval to the person in the manhole to ensure safety.

Test for hazardous gases before entry of a person into the sewer line and also in between if the operations are for a longer time.

### C. Infection

The personnel working in sewerage cleaning systems are prone to infections and hence the following precautions should be taken:

- a) Emergency first aid treatment kits shall be provided to take care of all minor injuries like cuts and burns

**D. Safety Equipment**

The various safety equipments that are normally required in sewer cleaning work are gas masks, oxygen breathing apparatus, portable lighting equipment, no sparking tools, portable air blowers, safety belts, inhalators and diver's suit.

The use of the particular safety equipment is governed by the detection of various gases and oxygen deficiency.

Knowledge of the type of gases in the atmosphere and of the working location becomes essential for the selection of the right type of safety equipment.

**E. Safety Belt**

This consists of a body belt with a buckle and a shoulder harness. The life line is of high grade spliced manila rope, nylon rope or a steel cable anchored with rings on each side of the belt and provided with safety straps for anchoring of securing to a stable support. The life line should be about 15m in length and the overall assembly should be capable of withstanding a tensile load of 2000 Kg. The safety belt and life line should be tested by lifting the wearer clear of ground before each day's use.

**AS BUILT DRAWING:**

The contractor shall prepare as built drawing for completed work simultaneously. As built drawing will include all details of work like length of pipe line, diameter of pipeline, pipe material, , manhole location ,manhole diameter, invert depth etc

**DEFECT LIABILITY PERIOD:**

Defect Liability Period (DLP) as per JDA/Ex.En(TA to Dir. Engg-I)/2016/D-29 dated 11.03.2016 or up to dated shall be applicable or copy attached with document. The contractor shall be responsible for following activities during defect liability period:

1. The Contractor ensures that there is a steady and uninterrupted flow of waste water
2. Identify and inform the Employer/Employer Representative about the illegal connections on the Sewerage Network within seven days of its being detected.
3. The Contractor shall carry out all such work which are necessary for sewer flow during Defect liability period
4. The Contractor's responsibility shall also include the safety and security of the Works during the course of Operation and Maintenance.

**STANDARD ROAD RESTORATION SPECIFICATION****GENERAL**

This part of the specification covers the construction & rehabilitation of roads within the project area. Setting of work, procedures for laying and compaction, and workmanship for the road items are to be carried out as per the provisions laid down in this section.

**DEFINITIONS**

MORTH: means the clauses/sections of the publication no. of Ministry of Surface Transportation. IRC13: means Indian Road Congress Special Publication No. 13



## **ROAD WORKS**

The Contractor shall obtain all permits required for carrying out works such as excavation on public roads and shall liaise with the appropriate authorities with regard to the timing and execution of the road works.

The Contractor shall be responsible for establishing and maintaining temporary road diversions for the duration of the road works. The road shall be kept open at all times during the road works period, and the work shall be carried out in such a manner as to minimize the disruption to traffic.

## **MAINTENANCE OF EXISTING ACCESS ROADS**

The Contractor shall only use existing access roads within the Site boundary which are necessary for the execution of the Works. The Contractor shall be solely responsible for the maintenance of the existing site access roads. This responsibility shall continue until the completion of the Defects Liability Period, or until such earlier date as the Engineer Representative may advise the Contractor in writing. Such maintenance work shall include general up-keep, and any necessary repairs to damaged road surfaces, pavement, drainage, associated slopes, etc to original condition. While carrying out such maintenance work, the Contractor shall make arrangements to maintain through passage for the Engineer and his staff's vehicles over these access roads, which may comprise temporary diversions all to the approval and satisfaction of the Engineer Representative.

The Contractor shall take every precaution while operating tracked or unsprung vehicles on surfaced roads and shall use planking or some other protective material to protect the road surface.

## **REINSTATING THE ROAD SURFACE**

The dismantled and dug out concrete road surface shall be reinstated M-30 grade concrete as specified in particular specification. Concrete roads shall be reinstated with 100mm thick layer of cement concrete mix of 1:4:8 with 40 mm nominal size crusher broken aggregate to be flush with existing road surface for cement concrete roads and layers of WMM/WBM without wearing coat for WMM/WBM roads in all respects as directed by Engineer representative.

The dismantled and dug out BT road surface shall be reinstated to original conditions, with one layer of Granular Sub base of 150 mm thick of grading –I as per MoRTH specification and layer of Wet Mix Macadam crust of 200 mm as per clause of MoRTH specifications, Prime coat with bitumen emulsion (SS-1) spraying primer at the rate of 0.70-1.0 kg/ sqm using mechanical means as per MoRTH Specification Clause 502 and tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm & Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm as per the clause of MoRTH Specifications, complete and/or as directed by the Engineer Representative. The road restoration shall be carried out immediately after completion of all the works.

## **ROAD CUTTING AND REINSTATEMENT**

The damaged sections of the road shall be restored completely to the satisfaction of the Engineer Representative. The provision of road restoration shall be as per the provision of Engineer Requirements and shall be strictly adhered to.

**OTHER GENERAL TECHNICAL REQUIREMENTS FOR ROAD RESTORATION**

1. 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 bidder at his own level/cost?
2. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
3. 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 Bidder at his own cost.
- 4. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works.**
5. No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during Defect Liability Period.
6. The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.
7. One register has to be maintained by every A.En for recording the inspection details of works in his jurisdiction under defect liability period.
8. The agency shall make advance stock of materials of seven days to facilitate proper sampling and testing.
  1. The agency shall make available all testing equipment required at plant and site along with technicians.
  2. Agency to take levels of road jointly with site staff of the Engineer In Charge before execution of the work at his own cost and get the final levels approved from Engineer In Charge before execution.
  3. The Agency shall deploy Engineer & Technical staff as required at plant and site, In case of failure JDA shall engage and deduct the actual salaries from payment due.
  4. Ad mixtures/ plasticizers shall be of Fosroc/Sika make or equivalent or as approved by the Engineer in charge.
  5. The contractor has to submit JOB MiX/MIX design for M-30/M-40 concrete, GSB,WMM,DBM and BC etc From approved lab/GOVT Engineering college lab prior to start of work. The permission to start work shall be given by Engineer in charge after approval by competent authority.

# **SECTION – 5**

## **(FORM OF AGREEMENT)**

**SECTION -5****FORM OF AGREEMENT**

This AGREEMENT is made on ..... day of ..... 2016 between (Name of Employer ..... ) (Mailing Address of Employer ..... ) hereinafter called "the Employer", of the one part (Name of Contractor ..... ) (Hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed viz. (brief description work)..... and has by Letter of Acceptance dated (Date of letter of acceptance ) ..... accepted Bid by the Contractor for the execution completion and maintenance of such works. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS.

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as parts of the agreement viz:

SECTION	DESCRIPTION
SECTION-1	INSTRUCTIONS TO BIDDERS
SECTION-2	GENERAL CONDITIONS OF CONTRACT
SECTION-3	OTHER CONDITIONS OF CONTRACT
SECTION-4	TECHNICAL SPECIFICATIONS
SECTION-5	FORM OF AGREEMENT
SECTION-6	BANK GUARANTEE
SECTION-7	DRAWINGS

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

5. The employer thereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the work of Contract Price at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written, SIGNED SEALED AND DELIVERED by the.

Said .....

Said .....

(Name .....)

(Name .....)

on behalf of the Contractor

on behalf of the Contractor

In the presence of :

In the presence of :

Name:

Name:

Address

Address

-----

This form is included in the bid documents only for the information of the bidders. Only the successful bids will in due course be required to complete the form.

# **SECTION – 6**

## **(Form of Bank Guarantee)**

**Annexure-2A****Specified Bank Guarantee Performa for Bid Security****Section - 6**Form of (Bank Guarantee) -En cashable at the 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 Bid Security for the.....JDA

**Jaipur** WHEREAS, \_\_\_\_\_ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated ..... for the work of **Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur** (here in after 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 cashable at the 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:

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

- (6) 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 90 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically 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 writing for its release.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

[Signature, Name, and Address]

**[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]**



**Specified Bank Guarantee Performa for Performance Security****Section - 6**Form of (Bank Guarantee) -En cashable at the 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 Performance Security for the.....JDA Jaipur WHEREAS, \_\_\_\_\_ [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated ..... for the work of **Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1) for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur** (herein after 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 cashable at the 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\_\_\_\_.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

This Guarantee will remain in force up to and including the date 90 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, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited to 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 writing for its release.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

Witness \_\_\_\_\_ Seal \_\_\_\_\_

[Signature, Name and Address]

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

# **Price Schedule Part-A & Part-B**

# JAIPUR DEVELOPMENT AUTHORITY

## EXECUTIVE ENGINEER PHE-I

### Estimate

**Name of work:- Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1)  
for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur.**

<b>Part 'A' Sewer Line Works (RUIDP SOR 2023)</b>					
<b>Sr. No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	Earth work for Sewer line and Manhole in excavation in foundation, trenches manholes, road side chambers etc. including dressing of sides and ramming of bottoms, including getting out the excavated material, refilling after laying pipe/ foundation and disposal of surplus excavated material at a lead upto 50m suitable site as per direction of Engineer for following depths, below natural ground / Road top level including allowances for any additional excavation beyond the drawings (measurement for payment to be as per standard drawings), re-handling of material/earth to complete the task. In all types soils/ saturated soil such as moorum, sand, sandy silt, clay, black cotton soil, kankar, etc.				
1.01	Depth upto 1.5 m	Cum	62956.440	299.00	18823975.56
1.02	Add extra for over all depth of excavation above 1.5 m and upto 3.0 m over item no 17.1.1.1	Cum	23123.400	20.90	483279.06
1.03	Add extra for over all depth of excavation above 3.0 m and upto 4.5 m over item no 17.1.1.1	Cum	2485.940	47.80	118827.93
1.04	Add extra for over all depth of excavation above 4.5 m and upto 6.0 m over item no 17.1.1.1	Cum	325.210	83.70	27220.08
2	Providing and fixing CLOSE timbering in trenches of sewer line and manholes including strutting, shoring and packing cavities (wherever required) complete. (Measurements to be taken of the face area timbered) for following depth below NGL.				
2.01	Depth upto 3.0 m	Sqm	47546.000	142.50	6775305.00
2.02	Depth more than 3.0 m and upto 6.0 m	Sqm	2600.000	144.00	374400.00

3	Providing at site, lowering & laying in trenches, aligning & jointing of RCC pipes NP3 class (with s/s ends) IS: 458 1988 (amended up to date) marked and pipes from 300 mm upto 2000 mm manufactured through vertical / vibrated casting process all levels with Rubber gaskets (EPDM/SBR) for sewer lines as per IS: 5382 (including cost of Rubber gaskets lubricants) as per drawing, sectional hydro testing of the sewer pipe line (including cost and conveyance of water to site for testing) etc.. complete as directed by Engineer. Note: E/w to be measured and paid separately. Length of pipe shall be measured in between the outer wall of two manholes / Inspection chambers. Pipe in the manhole/inspection chamber's wall shall deemed to be included in the item of manhole/inspection chamber shall not be payable.				
3.01	1600 mm internal diameter	Mtr.	8327.100	15950.00	132817245.00
4	Providing, laying and jointing RCC NP4 jacking pipe (with steel pushing collar) with suitable leak proof joints (with using `12mm MDF sheets etc.) with compliance for maintaining slope as per design by trenchless method adopting Micro tunnelling method or any suitable mechanical technology below ground at all depth under running traffic condition including carrying out survey work at the job site for determining underground cable trenches like telephone, power cable, water & sanitary lines and resistivity tests for finding the soil strata using necessary equipment's for completion of work, mobilizing of machineries and specialized crew at the job site, etc. complete in all respects, including excavation of drive pit and exit pit (upto 3 metre depth) with proper protection at the three sides, providing and casting of MS cutting edges for front shield and constructing thrust bed at designed level as directed by the Engineer, necessary de-watering and providing concrete foundations at the base of the Drive pit, crane for handling of pipes, and any other machinery, tool & tackles required, construction of temporary works as per requirement complete in all respect (all depths) with all lead and lifts, as per specification and the direction of the Engineer. Note- 1. Manual Pipe jacking is not permitted for workmen safety reasons. 2. Length of pipe shall be measured in between the outer wall of two manholes / Inspection chambers. Pipe in the manhole/inspection chamber's wall shall deemed to be included in the item of manhole/inspection chamber shall not be payable.				
4.01	1600 mm dia RCC pipe	Metre	1339.000	135400.00	181300600.00

5	Providing granular bedding having width= outer dia of pipe (Bc) + 500mm, thickness below pipe 0.25Bc or 100mm (whichever is higher) and haunching 0.5Bc, with graded hard crusher broken stone of 100% passing through 20mm sieve, 20 to 50% passing through 10mm sieve and 100% retain on 6.3mm sieve, laying in layers of thickness 10/15cm including ramming, consolidation etc complete for all type of pipes of following sizes as per drawing and or as directed by Engineer.				
5.01	1600 mm internal diameter	Mtr.	8327.100	1748.00	14555770.80
6	Providing and constructing of RCC M-20 grade cast-in-situ circular manholes of "Type-F" with internal dia 2.4m and depth upto 12.0m (2.0 in conical shape) having 150 mm thick RCC M-20 wall, including 360 mm thick RCC M-20 grade base slab (foundation), PCC M15 for benching and channel portion, PCC M20 250mm thick for fixing the manhole frame and cover, vata in CM1:1 around pipe entering and leaving the manhole, providing and fixing of SFRC footsteps of approved make at every 0.34m height, supplying and fixing heavy duty SFRC manhole frame and cover as per IS 12592 (Part I and II) having clear opening of 330mm, including form work, reinforcement, curing, watering, hydro testing of manhole, conveyance & cost of water, dewatering etc. complete as directed by the Engineer				
6.01	Manhole of depth 3.6m as per drawing and direction of Engineer.	Nos.	128.000	94800.00	12134400.00
7	Providing and constructing extra depth of manhole for depth beyond 3.6 m and upto 8.0 with 150mm thick RCC M-20 wall as per drawing and direction of Engineer	Mtr.	297.000	20900.00	6207300.00
8	Providing and laying in position cement concrete of specified grade over a prepared base course complete including finishing, curing all material, labour, machinery, lighting, guarding for road restoration under sewer line and manhole work using RMC (ready mix concrete plant) and Transit mixer including allowances for any additional road restoration beyond the drawings (measurement for payment to be as per standard drawings) to complete the task. including Providing/mixing of synthetic fibers compulsorily complying with IS 16481:2022 of 06 mm/12 mm length to be mixed @ 0.25% by weight of Cement i.e.125 gms per 50 kg Cement up to 900 gms per cum of Concrete/ mortar.				
8.01	PCC/ RCC Grade M -25	Cum	116.280	6540.00	760471.20
9	Providing, laying and compacting plain/ reinforced cement concrete of specified grade in foundation/ levelling course/pile cap using concrete mixer and vibrator complete including cost of form work, as per drawing and technical specifications and as per clause 1100, 1500,1700,2100 of MoRT&H specification including all scaffolding material, labour, machinery.				
9.01	PCC Grade M -15	Cum	153.800	5220.00	802836.00

10	Providing and laying TMT bar reinforcement at any level in foundation/ pile/ pile cap complete as per drawing and clause 1600 of MoRT&H Specification including all material, labour and machinery. Reinforcement with TMT bar in sub structure	Tonne	12.790	83600.00	1069244.00
11	Providing and making connection to the manhole/ road side chamber/ property chamber by cutting hole in wall, making good the same with brick work/ stone masonry work in cement mortar 1:4, plaster in cement mortar 1:3, encasement of pipe at manhole with 75mm thick M15 grade concrete etc complete as directed by Engineer.	Each	600.000	999.00	599400.00
12	Providing at site, lowering & laying in trenches, aligning & jointing of U-PVC pipe as per IS 13592 (amended up to date) and as per specifications with rubber rings with socket and spigot joint, (EPDM/SBR) for all depths for pipe length as per drawing and specification including hydraulic field testing (including the cost and conveyance of water to site for testing) and commissioning etc complete as directed by Engineer for house sewer connection work. Note E/w to be measured and paid separately. Length of pipe shall be measured in between the outer wall of two manholes Inspection chambers. Pipe in the manhole/inspection chamber's wall shall deemed to be included in the item of manhole/inspection chamber shall not be payable. 110 mm Nominal Dia.	Mtr.	3900.000	245.00	955500.00
13	Providing, fixing and erecting precast RCC (M20) Vent shaft with cowl, 125mm and 225mm internal and external dia respectively at top, 300mm and 450mm internal and external dia at bottom and 9.0m over all length, bottom 1.175m below ground level fixed in the pit 900mmx900mmx1500mm with PCC M15, 250mm in bed and minimum 200mm all around with top 150mm in PCC M15 with 20mm nominal size graded stone aggregate , junction of vent shaft and concrete grouted with cement mortar 1: including making connection with sewer manhole with 150mm dia NP4 RCC pipe (IS 458-ammended upto date) as required including Type-A bedding complete as per standard design and finished with water proofing cement of approved brand as per drawings and/or as directed by Engineer. Note : Only Excavation work will be measured and paid separately	Each	25.000	31900.00	797500.00
14	Supplying & fixing 560mm opening dia SFRC manhole cover as per IS : 12592-2002 in existing manholes frame complete in all respect as directed by the Engineer. EHD-35	Each	79.000	1698.00	134142.00
15	Carriage of material from quarry / crusher to work site including loading, unloading and stacking all complete. Earth, Sand, Lime, Morrum manure or sludge				
15.01	For 5 Km.	Cum	43334.522	63.80	2764742.50

16	Providing Barricading for Trenches using 80 - 100 mm dia Wooden Ballies as vertical post, atleast 1.5m above ground level and atleast 30-45 cm below ground level at a spacing of 3 m. Two rows of PVC Tape (preferably red in colour) strip barricading horizontal strip securely tied by the vertical members. Vertical members shall be painted in red and white colour. Rate is inclusive removal and cleaning of site complete in all respect	Metre	20794.200	113.50	2360141.70
17	Painting with black anti-corrosive bitumastic paint of approved brand and manufacture to give an even shade :				
17.01	Two or more coats on new work.	Sqm	41835.350	29.70	1242509.90
<b>Total Part of A Rs.</b>					<b>385104810.73</b>

Executive Engineer (PHE-I)  
JDA, Jaipur

I/We Quote as ..... % above/ below/At par the schedule "G"

(Rs in Words.....)

'Signature of Contractor With full Address & Mobile No.

With full Address & Mobile No.

# JAIPUR DEVELOPMENT AUTHORITY

## Estimate

**Name of work:- Providing, Laying and Jointing of Trunk Main Lines along with Manholes (part 1)  
for Sewerage Work in Bambala Area, Sanganer, under EE (PHE-I), JDA, Jaipur.**

### Part 'B' Road Restoration (PWD Road BSR 2025)

Sr. No	Particulars	Unit	Qty	Rate	Amount
1	Dismantling of Flexible Pavements Dismantling of flexible pavements and disposal of dismantled materials upto a lead of 100 m, stacking serviceable and unserviceable materials separately as per MoRTH Specification Clause 202				
1.01	By Manual Means, Granular Courses	CUM	14897.575	312.00	4648043.40
1.02	By Mechanical Means, Bituminous Courses	CUM	3192.338	100.00	319233.80
2	Dismantling of cement concrete pavements by mechanical means using pneumatic tools breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials upto a lead of 1000 m, stacking serviceable and unserviceable materials separately	CUM	3196.05	632.00	2019903.60
3	Granular Sub-base with Well Graded Material (Table 400.1) By Mix in Place Method Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRTH Specification Clause 401. For Grading I Material	Cum	6384.675	512.00	3268953.60
4	Wet Mix Macadam, Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100kN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and MoRTH Specification Clause 406. By Mechanical Means with all lead	CUM	3404.50	1147.00	3904961.50
5	Prime Coat, Providing and applying primer coat with bitumen emulsion (SS-1) on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70-1.0 kg/sqm using mechanical means as per MoRTH Specification Clause 502	Sqm	13618.00	31.00	422158.00



6	Tack Coat, Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.30 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRTH Specification Clause 503.	Sqm	13618.00	9.60	130732.80
7	Providing and applying tack coat with Bitumen emulsion (RS) 1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared granular surfaces treated with primer & cleaned with Hydraulic broom as per MoRTH Specification Clause 503	Sqm	13618.00	11.00	149798.00
8	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH Specifications Clause 505 complete in all respects. Bitumen (VG-30) for Grading II (26.50 mm nominal size)	P.MT	1559.261	2969.00	4629445.91
9	Providing and laying bituminous concrete with 100-120 TP?batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified rading, premixed with bituminous binder @ 5.2 & 5.4 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH Specifications Clause 507 complete in all respects, for Grading-II (13 mm nominal size) Bitumen (VG-30)	P.MT	1247.409	3360.00	4191294.24
10	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and MoRTH specifications Clause 1702, 1703, 2102 & 2104				
10.01	P.C.C grade M 10 Nominal mix 1:3:6	Cum	1065.35	3091.00	3292996.85

11	Cement Concrete Pavement, Construction of un-reinforced, plain cement concrete pavement M30 (Grade), thickness as per design, over a prepared sub base, with 43/53 grade cement as per Clause 602, coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 31.5 mm, mixed in a in fully automatic Batching Plant and transported to site in transit mixer for having continuous agitated mixer, manufactured as per approved mix design including pumping of R.M.C. from transit mixer to site of laying , with all lead and lift including cost of admixtures in recommended portion as per IS 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge laid with a Fixed Form Paver (laying and fixing of 150 micron thick polythene Film and finished in continuous operation including provision of contraction and expansion, construction joints, applying debonding strips, primer, sealant near approaches to bridge/culvert and construction joints, admixtures as approved, curing of concrete slabs for 14-days using water finishing to lines and grade as per drawing and MoRTH Specification Clause 602 including vaccum dewatering process with all required equipments (Dowel Bars will be paid seprately).	CUM	2130.70	6000.00	12784200.00
<b>Total Part of B</b>				<b>Rs.</b>	<b>39761721.70</b>

Executive Engineer (PHE-I)  
JDA, Jaipur

I/We Quote as ..... % above/ below/At par the schedule “G”

(Rs in Words.....)

'Signature of Contractor With full Address & Mobile No.

With full Address & Mobile No.

# **SECTION – 7**

## **(DRAWINGS)**

