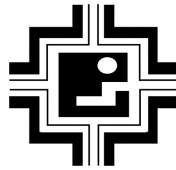


JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

**Operation & Maintenance of 1 MLD STP at Swarn Jayanti Park based on
MBBR technology for two years under JDA, Jaipur.**

Cost: Rs. 30.96 Lacs

NIT No. 05/2025-26

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

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक: जविप्रा/अधि.अभि./पीएचई-॥/2025/डी-414

दिनांक: 03.09.2025

निविदा सूचना सं० जविप्रा/अधि. अभि. (पीएचई-॥)/05/2025-26

जविप्रा के (पीएचई-॥) प्रकोष्ठ द्वारा "Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur" जिसकी अनुमानित लागत रु 30.96 लाख के लिए ऑनलाईन बिड्स दिनांक 15.09.2025 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 15.09.2025 को सायं 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

1. (UBN No.)

निविदा दाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. निविदादाता जयपुर विकास प्राधिकरण की वेबसाइट www.jda.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 पर पंजीकृत होना आवश्यक है।

अधिशायी अभियंता (पीएचई-॥)
जविप्रा, जयपुर

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle,
Jawahar Lal Nehru Marg, Jaipur - 302 004
Telephone: +91-141-2569696 e.mail: eephe2@gmail.com

JDA/EE/PHE-II/2025/D-414

Dated: 03.09.2025

NOTICE INVITING BID

NIB No. : EE(PHE-II)/05/2025-26

Online Bids are invited up-to 6.00 PM of 15.09.2025 for “Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur” Estimated cost of 30.96 Lakh. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 15.09.2025. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.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 for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Executive Engineer (PHE-II)
JDA, Jaipur

Annexure: 2

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

JAIPUR DEVELOPMENT AUTHORITY

Room No. 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle,

Jawahar Lal Nehru Marg, Jaipur - 302 004

Telephone: +91-141-2569696 e.mail: eephe2@gmail.com

Bid No:- JDA/EE/PHE-II/2025/D- 414

Dated: 03.09.2025

NOTICE INVITING BID

NIB No. : EE(PHE-II)/05/2025-26

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (PHE-II), Jaipur Development Authority ➤ Address: 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302 004 (Rajasthan) ➤ Email: eephe2@gmail.com
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur. ➤ Aug/217/2025-26
Bid Procedure	<ul style="list-style-type: none"> ➤ Potential Assessment Tender Method (eg. TWO-stage Two part) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ Potential Assessment Method L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 500/- Rupees (Five Hundred Only) ○ RISL Processing Fee: Rs. 500/- (Rupees Five Hundred Only) ➤ Requisite Bid Security Deposit ➤ The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between the End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of the requisite fee, the bid of the concerned bidder will be considered as non-responsive and shall be liable for rejection.
Estimated Procurement Cost	<ul style="list-style-type: none"> ➤ INR 30,96,000/- (Rupees Thirty Lacs Ninety Thousand only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR): 2% (Rs. 61,920/-) for A & AA class contractor registered in other department and 0.5% (15,480/-) for C & Above contractor registered in JDA. ➤ In case of Departments of the State Government and undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security. ➤ Joint Venture:- Not Allowed.
Pre-Bid	<ul style="list-style-type: none"> ➤ N/A
Start/ End Date for Bid Applying, Online Payment and Bid Submission	<ul style="list-style-type: none"> ➤ Start Date: 04.09.2025 at 9.30 AM onwards ➤ End Date: 15.09.2025 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&B) of Main Building,

	Jaipur Development Authority by 16.09.2025 10.00AM to 18.09.2025 upto 05.00 PM
Physical B.G. submission Start/ End Date	➤ Start Date: 04.09.2025 at 9.30 AM onwards ➤ End Date: 15.09.2025 at 6.00 PM
Start/ End Date for Eproc Portal of GOR	➤ Start Date: 04.09.2025 at 9.30 AM onwards ➤ End Date: 15.09.2025 at 6.00 PM
**Date/ Time/ Place of Technical Bid Opening	➤ 19.09.2025 at 11.00 AM ➤ CCC TF 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically qualified bidders
Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 24 Months
Job No.	➤ Aug/217/2025-26
<p>*The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.</p> <p>** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.</p>	
<p>Note:</p> <ol style="list-style-type: none"> 1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. 2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. 6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	

Executive Engineer (PHE-II)
JDA, Jaipur

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee through online mode only, and Bid Security Deposit (BSD) through online mode or through Bank Guarantee for which the bidder has to get registered himself on JDA portal www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (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 Bid Security Deposit may be deposited online or through Bank Guarantee method in prescribed format.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

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

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

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

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

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID**(POST QUALIFICATION)****Envelop A****SCHEDULE AND SPECIFICATIONS**

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of work:- Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur.

1. NIB No. :- E.E.(PHE-II)/05/2025-26
2. Approximate cost :- Rs. 30.96 Lacs
3. Cost of the tender documents :- Rs. 500.00
4. Earnest Money :- Rs. @ 0.5 % Rs. 15,480/-
(For Contractors Enlisted in C & Above JDA, Jaipur)
:- Rs. @ 2 % Rs. 61,920/-
(For Contractors Enlisted in other Govt. Deptts. –“A” & “AA” Category)
5. Download of tender documents :- 04.09.2025 (9.30 AM) to 15.09.2025 (upto 06:00 PM)
6. Date & Time of upload of tenders :- 04.09.2025 (9.30 AM) to 15.09.2025 (upto 06:00 PM)
7. Date & Time of opening tenders :- 19.09.2025 at 11:00 A.M.
8. Completion period of work :- 24 Months

Procedure for bidding:-**1. 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-1:- 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.**

2. 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 along with 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.**

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 through 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).

SIGNATURE OF CONTRACTOR

with full address & Mobile No. :

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

SCHEDULE-'H'**SPECIAL CONDITIONS**

01. If there is any typographical error or otherwise in the 'G' Schedule, the rates given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
02. The bidder shall follow the provisions of the builder labour regulation and abolition Act, 1970 & Rule, 1971.
03. The JDA shall have the right to cause an audit for technical examination of the work and the final bills of the bidder including all supporting vouchers, abstracts etc. to be made within two years after payment of the final bills and if as a result of such audit, any amount is found to have been overpaid / 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 the 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 than that was due to him under the contract in respect of work executed by him under it, the amount of such underpayment shall be paid by the JDA to the bidder.
04. Wherever any claim against the bidder for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the performance security 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 be deducted from any sum then due or which at any time their 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 affect such recoveries under P.D.R. Act.
05. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
06. By submission of the Bid the bidder agrees to abide by all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
07. No conditions are to be added by the bidder and the conditional Bid is liable to be rejected.
08. If any bidder withdraws his Bid prior to the expiry of said validity period given at S. No. 5 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the authority or fails to commence the work in the specified period, fails to execute the agreement the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has 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 will stand debarred for six months from participating of Biding in JDA in addition to forfeiture of bid security/ Performance Security and other action under agreement.

09. Any material not conforming to the specifications collected at the site have to be removed by the bidder within a period of 3 days of the instruction, issued by the Engineer -In charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the bidder after the expiry of 3 days period.
10. The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.
11. The rates provided in the Bidding documents are inclusive of all Taxes and royalties otherwise specified.
12. 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.
- 13. Undersigned has full right to reject any or all Bids without giving any reasons.**
14. As per the 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 etc."
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. The Bidder is required to submit a copy of their enlistment as a contractor.
- 17. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.**
18. The bidder will have to install display boards at the site of work as directed by Engineer in charge.
19. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall prevail.
20. 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.
21. The Annexure "B" (RTPP Act/Rules) is mandatory to be signed by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
22. Bidder must submit GST Registration Certificate along with the latest filed GSTR-3B return for the month immediately preceding the bid publication date as proof of active GST compliance.

Signature of Contractor

With full address & Mobile No.

Executive Engineer (PHE-II)

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.	Bridge Work	5 Years
2.	CD Work	5 Years
3.	CC Road. PQC Work	5 Years
4.	CC tiles/Krebs/medians	5 Years
5.	Drains	3 Years
6.	Roads	
	(i) Two-layer WBM/GSB	6 months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT up to 30 mm thickness	1 Years
	(b) BT above 30 mm to up to 40 mm	2 Years
	(c) BT above 40 mm to up to 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT up to 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7.	Compound wall	3 Years
8.	Building Work	
	(i) Work pertaining to Sanitary work electrical works, Joinery works and painting work.	2 Years
	(ii) Work pertaining to the Building structure and other civil works	5 Years
9.	Electric work except for maintenance	3 years
10.	Sewer/Water supply including STP and water supply-related work except for maintenance works.	3 Years

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 once in every one and a half years.
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in everyone & a half year. Ordinary Paint Maintenance as and when required. Repainting thrice in every year.
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.

1.2.4 Force Majeure

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	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
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. 25.00 Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

Executive Engineer (PHE-II)
JDA, Jaipur

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 work of **“Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur”** WHEREAS, _____ [name of Bidder with address] (hereinafter called **“the Bidder”**) has submitted his Bid dated for the work of **“Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under 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 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, 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 0006754. 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]

Annexure-2B**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 work of **“Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur”** WHEREAS, _____ [name of Bidder with address] (hereinafter called “the Bidder”) has submitted his Bid dated for the work of **“Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under 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 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, 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 ICICI0006754. 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.]

Annexure A
(RTPP Act/Rules)

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

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

Conflict of interest:

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

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

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.

Annexure B
(RTPP Act/Rules)

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to **EE-PHE-II** for procurement of

_____ in response to their Notice inviting Bids No

_____ Dated _____ I/wehereby 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.

Annexure C
(RTPP Act/Rules)

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

The 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 or 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.

Annexure D
(RTPP Act/Rules)

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.

ANEXTURE-“E”**Process for Tender Participation & Depositing Payment on ‘Online Tender Participation’ Portal of JDA & 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
- 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
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.

Jaipur Development Authority, Jaipur. Bid Participation Receipt	
	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
Bidder Detail	
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	

Specific Instrument for eProc Rajasthan			
Instrument Type			
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.rajasthan.gov.in.

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

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

Name of work:- Operation & Maintenance of 1MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur.

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

1. Procedure:

Procedure for Potential Assessment would be as follow:

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

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

Cover-2 Financial offer (BOQ).

- (b) The technical bid will be opened online only of those bidders whose proper Earnest money, Tender fee, e-procurement fee, GST certificate are found to be in order.
- (c) The Technical Bid would be opened online on the date **19.09.2025 at 11.00. A.M.**
- (d) The Financial Bid would be opened only of those bidders who fulfill all the Potential Assessment criteria.

Criteria:

Criteria for PRE QUALIFICATION would be as follows:-

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

Note :-

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

Executive Engineer (PHE-II)
JDA, Jaipur



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। निविदाएँ प्राधिकरण की EC द्वारा अनुमोदित निविदा दस्तावेज के अनुसार 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 है या Particular bidder disqualify हो जाते हैं। कुछ सामान्य गलतियाँ निम्नानुसार हैं:-

1. Schedule 1 to 4 को नहीं भरना।
2. RTTP प्रपत्र A,B,C,D को नहीं भरना व हस्ताक्षर नहीं करना।
3. निविदा दस्तावेज विभिन्न दस्तावेजों पर स्वयं के या नोटरी 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।

अधीक्षक 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

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जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा/अधि. अभि./त.स.नि.अ.-I/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

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General Conditions of Contract

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

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 parties, 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 & 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 & 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. Dir. Engg.-I) / (Finance), JDA, Jaipur
2. Additional Chief Engineer, JDA, Jaipur
3. Additional Director (Revenue)/DD (E&B), 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 or 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
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:- “Operation & Maintenance of 1 MLD STP at Swarn Jayanti Park based on MBBR technology for two years under JDA, Jaipur”.**
- (b) Estimated cost :- ₹ 30.96 Lacs
- (c) Performance Guarantee & Security Deposit :
 "The security deposit @ 10% of the gross amount of the running bill or as per prevailing GoR rules shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee. FDR etc. The earned money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
 However, a contractor may elect to deposit of full amount of 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".
- (i) Bank Guarantee shall in all cases be payable at the respective branch of the bank in Jaipur City.
- (ii) 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 **24 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.
- (d) 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
 Witness's address & occupation

Signature of Contractor
 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-II)

CONDITIONS OF CONTRACT

Clause 1: Security Deposit:

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

However, a contractor may elect to deposit of full amount of 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".

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 15th 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 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 of 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 standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit/performance guarantee/Earnest money/Enlistment security and the liability of the contractor for past and future compensation shall remain unaffected.

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 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 or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the

Engineer-in-Charge on the basis of the prevailing market rates when the work was done.

- (iv) If the 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 not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge of the work and if, any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's 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 may be deducted from any money due to the Contractor under the contract, or from his performance Guarantee and / or security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of 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-I), 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 form 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 an 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 36E:

If any rates of Tax are increased or decreased, a new tax is introduced in India only, an existing Tax is abolished, or any change in interpretation or application of any Tax resulting from a change or Introduction in India only due to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority in India only, in the course of performance of contract, which was or will be assessed on the Contractor, in connection with the performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and Contractor only those items which are included in bid. Further, no adjustment of the Contract Price shall be made on account of variation in deemed export benefits, if any. Any increase or decrease which is included in price variation formula incorporated in the contract shall not be accounted for this purpose. Such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.]

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 :

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

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_{L0} = 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).

I_{L1} = 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)

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

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_{MO} = 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

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

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_0 = 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_1 = The official retail price of bitumen of IOC depot it nearest center for the 15 day of the month under consideration.

P_b = Percentage of bitumen component of the work.

(D) Petroleum

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

V_1 = 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_0 = 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_1 = 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_1 = 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

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

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

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

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 deeded 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:

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

Where :

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

P_0 = Price quoted/confirmed

MP_0 = 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.

MP = 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 contract 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 follows:

(a)	Labour (Pl)	- %
(b)	Material (Pm)	- %
(c)	Bitumen (Pb)	- %
(d)	POL (p)	- %
(e)	Cement (Pc)	- %
(f)	Steel Reinforcement (Ps)	- %
	Total	- %

3. While allowing price escalation the following shall be deducted from the value of the 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 prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be 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
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1	NIL	NIL	
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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.

DatedSignature

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 is 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 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 of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.
 - 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 authorized Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence works is given to the contractor 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 Rs. 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 authorized 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	Progres sive total amt. of Bills	Recoveries									N et A m t.	C.B. Vr. No. & Date	Date rates of	
			Material s T&P	Quantit y Hours	Amount	S.D.	Incom e tax deduct ion	Sal es Tax	Ro yalt y	Other Recov eries	Total Recov eries			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

Special Conditions of Contract

SCHEDULE 'I'**SPECIAL CONDITIONS OF THE CONTRACT**

1. The rates provided in Bid documents are inclusive of all Taxes, royalty.
2. The quantity of work can be increased or decreased. However, no guarantee is given about the actual quantity of work.
3. No extra payment shall be made to the contractor on account of excavation in collapsible strata or in hard or rocky strata. The tenderers shall have to make their own arrangement for completing the work and no claim in this respect will entertained.
4. On collection of complete material for each section the same shall be got checked by Engineer-in-Charge or his authorized representative. Such approval shall in no way release the contractor of his responsibility regarding completion of work, as per required specification until the contract is complete.
5. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
6. The contractor shall make his own arrangement regarding water required for the execution and testing of the work and shall also arrange for the supply of drinking water to his own employees. He shall defray all charges in this connection and should include in his rates a sufficient amount to cover such charges. All such facilities as are required now to be provided for the labour, made under labour welfare rules enforce, shall also be provided by the contractor at his own cost.
7. The rate quoted by the contractor shall remain valid for a period of **120** days from the date of opening of the tenders.
8. If any Bid withdraws his Bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a Bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in bidding in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/ Performance Guarantee and other action under agreement
9. The contractor/firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be born by the contractor only and JDA will not be responsible in any way.

10. Water for construction / testing purpose shall have to arrange by contractor at his own cost. If water is supplied by the department, the same shall be recovered from the contractor from each running bill at the rate of 1% of total value of pipe line laying work, In case of metered connection the charges shall be recovered on the actual consumption basis on the commercial rates.
11. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
12. No secured advance against material procured at site will be allowed.
13. **MAINTENANCE OF CAMPUS.**
The scope of work for O&M of maintenance of campus shall include the following but not limit to:-
 - (i) Sweeping and cleaning of Campus on daily basis.
 - (ii) Cutting of the Grass in the garden fortnightly or as per requirement as per direction of Engineer-in-Charge.
 - (iii) Contractor shall be responsible for any theft, damages, sabotaging, security and safety of campus. Any loss on this account shall be recovered from the contractor.
14. The contractor/firm or company will take utmost care to safeguard the water mains, Electric and Telephone cable existing surface drains water connections etc., while executing the work. Any damages/rectification shall be born by the contractor only
15. Contractor shall provide a board at site indicating "Name of Work and other details at his own cost as required by Engineer-in-charge.
16. The surplus sludge and damaged materials will be immediately removed from the site of work and dumped as per instruction of Engineer-in-charge.
17. The Bidder are required to submit copy of their enlistment as contractor.
18. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-in-charge, failing which, such material shall be removed by the Engineer-in-charge at risk and the contractor after expiry of 3 days period.
19. The contractor/firm/company is bound to get the workmen insured against accident from the Insurance Company at his own cost.
20. Contractor shall be the sole custodian of the men and material at work and will be fully responsible for any loss of life or otherwise occurred during the execution of the works.
21. The Engineer – in – Charge or his authorized representative will carry out as and when considered necessary for the quantity and quality of work done and for the materials used in the work. The contractor, unless otherwise specified shall provide all facilities and arrangements to undertake these tests and all testing charges shall be borne by the contractor.
22. The contractor shall supply required quantity of samples desired by executive engineer, the samples so obtained shall be sent to authorized laboratory for testing, if the material is not found according to the specifications the entire lot of supply will also be rejected. The entire cost of samples and testing shall be borne by the contractor.

23. Defects Liability period:- If applicable JDA office order no. JDA/Ex.En. (TA to Dir. Eng.-1)/2016/D-29 dated 11.03.2016 (Annexure 'E').
24. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.
25. **"Price escalation not applicable.**
26. Security deposit will be as per JDA office order no. JDA/Ex.En. (TA to Dir. Eng.-1)/2016/D-29 dated 11.03.2016 (Annexure 'E').
27. If there is any typographical error or otherwise in the 'H' Schedule. The nomenclature and the rates as given in the JDA approved items/rates on which schedule 'H' Schedule is based, shall prevail.
28. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
29. Power charges shall be borne by the JDA. However it shall be responsibility of the contractor to collect the bills from JVVNL 7 days before due date of payment by cheque and handing over to Engineer In Charge, also collecting the cheque from JDA and deposit in JVVNL within due date. **Any late payment, penalty will be on part of contractor and** To maintain power factor not below 0.9 in any case. In case of default, any surcharge charged by the JVVNL shall be recoverable from the contractor.
30. The contractor will be liable for liaising with other department i.e. RSPCB, JVVNL and PHED for any type of correspondence.

Signature of Contractor
With full address & Mobile No.

Executive Engineer (PHE-II)
JDA, Jaipur

Specifications of Work

SCOPE OF WORK**Operation and Maintenance Conditions****1.0 SCOPE OF WORK FOR O&M OF EXISTING SEWAGE TREATMENT PLANT.**

The contractor shall include in his scope operation and maintenance of Swarn Jayanti Park entire Sewage Treatment Plant for **Two Years**. During this period JDA shall supply only raw sewage and power to the contractor. Contractor shall include cost of manpower, material, chemicals consumables, spare parts, tools, tackles, repairing / replacement of old machinery ,equipment & filtrate from the filter press and the back wash water from the filters shall be transportation from STP Swarn Jayanti Park to nearby sewer manhole chamber, and also Operation and Maintenance of 2 nos submersible pump set of 7.5 Kwh (fixed at CWR) and 90 mm dia upvc pipe line (Approximate 1000 mtr.) which is laying at Swarn Jayanti Park.

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

At the end of O & M period the plant shall be handed over to the JDA in fully functional and new condition except normal wear and tear. The O & M contract price include the initial expenditure, which is going to occur in the repairing/replacement of old machinery & equipment & filter media etc.

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

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

- 1.1** The Contractor will be held responsible for O & M and satisfactory performance of the STP. Major components and works shall include the following but not limited to:
- a) Operate the plant efficiently for two years including all manpower, consumables, spare parts or components, labor, transportation, and other charges, except for cost of power and supply of raw sewage. Power cost would be borne by JDA. Raw sewage shall be supplied by JDA.
 - b) Operate and maintain all units and equipment's of the Sewage Treatment Plant as per the requirement of the process to meet continuously and consistently desired treated sewage characteristics in conformity with

specifications; maintain all equipment in good working condition as per the O & M manual.

- c) Attend breakdown of civil, mechanical, electrical, piping and instrumentation works and maintain the plant and equipment throughout the Contract Period.
- d) The operation and maintenance service provided by the Contractor for the period specified in the Contract shall ensure the continuous operation of the Plant and that the breakdown or deterioration in performance, under normal operating conditions, of any items of Plant and equipment and component parts thereof is kept to a minimum.
- e) The Contractor shall adhere to the manufacturers' recommendations with respect to equipment maintenance, consumables, the types and grades of lubricants to be used, frequency of lubrication, adjustments to be made regularly and recommended spares to be held in store.
- f) Campus Building including all structures of the STP, MS pipes, stair & railing etc. to be colored and painted as per direction of Engineer In-charge after taken over of STP for O&M which should be maintained during complete O&M period and to be handed over to new agency in up to date condition. The bidder will quote the rate in tender accordingly. No extra payment shall be made to agency for this work.
- g) To maintain smooth O&M of STP after taking over of plant by agency, Activated carbon, Dual Media & MBBR Media etc. shall be replaced as per direction of Engineer In-charge as & when required. No extra payment shall be made to agency for this work.
- h) Maintaining Logbooks / Records of the work carried out to keep them in good working condition. He shall obtain approval of the format of logbooks and records from Employer.
- i) Submission of monthly O & M report.
- j) Sampling and testing of effluent and treated sewage shall be done on Monthly Basis from any NABL approved laboratory. Out of which, twice a year these test shall be conducted through Rajasthan State Pollution Control Board (RSPCB) & payments for this, to be made by contractor to RSPCB and shall be reimbursed by JDA to contractor after submission of RSPCB receipt. If any additional test required by JDA authority or Engineer In-charge then same shall be done by contractor at his own expenses & shall be reimbursed by JDA on submission of payment receipt. Contractor shall submit testing reports for payment as required above. If contractor fail to submit testing reports monthly, then payments shall be withheld.
- k) O & M of all functional and utility buildings, infrastructure and common areas Within the Plant campus.

- l) Proper maintenance of Water Supply, Sewerage, Roads, Paths, lawns including trimming and upkeep of gardens etc.,
- m) Maintenance of Proper records of sampling as per approved Performa.
- n) Loading, Unloading and Transportation of screenings, Wet sludge and wet grit out of treatment Plant site at his cost as directed by JDA's representative within **5 km** from the Plant at the place as directed by the JDA's representative from time to time. The wet sludge shall be collected and disposed of by the contractor.
- o) Maintenance of log books of all the machinery shall be done separately & collectively, at the STP these reports shall contain sufficient appropriate and adequate data to make the records meaningful and amenable to analysis for evaluating the performance of the Plant as well as to help in O & M decisions.
- p) Security of the campus and contents therein shall be Contractor's responsibility.
- q) The records maintained by the Contractor shall be produced periodically to the JDA's representative for proper monitoring. The JDA's representative's remarks shall be attended to on next submission. Consolidated summary reports shall be furnished to the JDA monthly, quarterly and yearly containing salient features as and when directed by JDA.
- r) The contractor shall hand over the plant back to JDA on expiry of his contract in fully working condition satisfying the requirement of treated sewage. All the electrical, mechanical and instrumentation including standby shall be in perfect working condition.
- s) The Contractor shall also maintain history sheets of overhauling, maintenance, replacement of all the important electrical and mechanical equipment
- t) The O & M shall include the appropriate preventive maintenance of equipment as per the manufacturer's recommendation.

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

Down time:

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

Operation of the Plant as per O & M Manual:

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

Awareness & Cleanliness

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

Frequency of Preventive maintenance

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

Repairs

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

Spare parts

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

Transportation

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

Consumables

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

Chemicals

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

2 GENERAL OBLIGATION

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

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

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

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

3 OPERATION

Operational services

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

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

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

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

All consumables, Polyelectrolyte, and spare required operating and maintaining the Contractor shall provide the Plant in good condition. The grit, Screenings, Wet sludge and other garbage generated in the plant shall be removed from the site on daily basis. No accumulation of such residues shall be

permitted within the Plant campus without express application by Contractor giving adequate reasons as well as permission of JDA's representative. The Contractor shall such residues in conformity to Environmental regulations/ rules in force. The JDA's Representative may, if required, decide the mode and timing of disposal of such residues in consultation with concerned Environmental and Civic Authorities. Such directions shall be followed by the Contractor promptly, both in letter and spirit, without any reservations and without any increase in O&M /other costs. The loading, unloading and transportation cost of these shall be borne by the Contractor and shall be included in the price quoted by the Contractor for O&M.

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

Manpower

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

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

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

Site in Charge*	1 (full time)	Should be diploma / graduate in Civil/ Chemical/Mechanical engineering with having minimum 3 year experience of O&M of similar type of Plant.
Electrician	1 (On call basis)	Should be graduate/ Diploma/ITI in Electrical engineering with having minimum 5 year experience of O&M of similar type of Plant.
Mechanic/Fitter	1 (On call basis)	Should be Diploma/ITI in Electrical/Mechanica engineering with having minimum 5 year experience
Chemist	1 (On call basis)	Should be post graduate/ graduate in chemical engineering/Msc/Bsc with having minimum 5-year experience of O&M of similar type of Plant.

Operator	3 (1no in each Shifts)	Should have minimum 5 year experience of O&M of similar type of Plant.
Helper/ Sweepers	3 (1no in each Shifts)	-

* Key staff

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

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

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

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

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

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

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

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

Safety

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

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

The Contractor shall emphasize site safety including adoption of

Safe working procedures

Cleanliness and care of the plant as a whole

Accident and hazardous conditions prevention and reporting.

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

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

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

Reporting

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

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

4 MAINTENANCE

Maintenance of Installed Plant

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

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

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

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

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

Building and Site Maintenance

The Contractor shall be responsible for:

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

Building and housekeeping maintenance.

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

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

Preventive Maintenance

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

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

5. TRAINING

General

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

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

6. Operation and Maintenance records

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

1. Recommended Treatment Process

A Raw Sewage Collection Sump near Mandir mod where sewage pumped to treatment plant through 150 mm dia DI pipe line with the help of sewage transfer pumps to the inlet Chamber, the sewage flow shall be passed through the screen chamber for the removal of floating materials. Two numbers, 1 working (6 mm Mechanical) and 1 standby (10 mm Manual) of screen chambers shall be provided for the same.

After screening, the sewage shall be passed through the Grit removal system. Two numbers, (1w + 1s) of Grit Channels shall be provided for the removal of grits.

From the Grit channel, the de-gritted sewage flow shall be taken to the one number of Bio- Reactor for the removal of organic matter (BOD / COD). The Bio reactor shall be of Moving Bed Bio-Reactor (MBBR) type and shall be designed on the principle of suspended Attached growth process. The organic matters (BOD/COD) present in the influent shall be stabilized by the aerobic oxidation for which the required oxygen shall be supplied through the Air Blowers with the help of fine bubble diffusers.

The sewage flow from the Bio-Reactor shall be then entering the secondary clarifier for the separation of the solids. The secondary settling tank shall be provided with tube modules to separate out the sludge by gravity settling and the clarified effluent shall be collected in the clarified water sump

Sewage flow shall be taken to the removal of residual solids in the Dual media filters consisting the beds of activated carbon and granular sand. Two numbers, (1w + 1s) of filter feed pumps shall be provided to transfer the clarified sewage to the filters.

For water backwashing of the filters, the water shall be drawn from the clarified water sump with the help of 2 nos. (1w + 1s) of filter back wash pumps. For back washing the filters by air, two numbers (1W + 1 S) of Air Blowers shall be provided to supply the air.

The treated sewage from the filters shall be suitably collected in CWR (500 m³ capacity) from where it shall be pumped for gardening purpose.

A portion of the predetermined flow of the sludge from the secondary clarifier shall be re-circulated back to the inlet of Bio-reactor through the Re-circulation pumps while the flow of excess sludge shall be further treated in the filter press to increase the sludge consistency and finally the dewatered (sludge cake) shall be disposed off to be utilized as the manure in the garden.

The filtrate from the filter press and the back wash water from the filters shall be transport from STP Swarn Jayanti Park to nearby sewer manhole chamber

2. RAW SEWAGE QUALITY

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

3. TREATED SEWAGE QUALITY

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

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

10. Liquidated damages:**10.1 For the quantity and quality of treated sewage**

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

Liquidated Damages

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

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

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

10.3 Limit on liquidated damages

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

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

10.5 Slit/Sludge/Screening/Grit removal

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

11. Maximum Liquidated Damages

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

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

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

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

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

14. No equipment shall remain idle or un-repaired or damaged or unutilized for the period exceeding 5 working days from the date of intimation by engineer in

charge to contractor in that effect. If any equipment is not repaired, rectified and or replaced within 3 days, the contractor shall be penalized **with no limit at the rate of Rs. 500/- per day of delay per each individual equipment of the plant.**

1.2 LIST OF ASET AND EQUIOMENT AT 1.0 MLD SEWAGE TREATMENT PLANT

1	COARSE BAR SCREEN	One
	Type	Manual
2	SEWAGE COLLECTION	One (Near Mandir Mode)
3	SEWAGE TRANSFER PUMPS	Three Nos. (1w + 2s) avg flow
	Capacity	55 m3/Hr
	Head	12 to 15 m
4	SEWAGE TRANSFER DI PIPE LINE	1500 Mtr. 150 mm Dia.
5	INLET CHAMBER	One
6	SCREEN CHANNEL	Two Nos. (1w + 1s)
	Type of Screening	1 no mechanical & 1 no Manual
7	GRIT CHANNEL	Two Nos. (1w + 1s)
8	BIO REACTOR	Two Nos.
	Type of Aeration	Fine Bubble Diffused Aeration Type
	Type of Diffusers	Silicone based Fine Bubble Diffusers
	No. of Diffusers	40 Sets (min.)
	No of Blowers	2 Nos. (1W + 1S)
9	SECONDARY SETTLING	One
10	RETURN SLUDGE PUMPS	
	No. of Pumps	2 Nos. (1W+1S)
	Type of Pump	Horizontal Centrifugal Non-clog Solid Handling type
11	CLARIFIED WATER SUMP	One
12	MEDIA FILTER FEED PUMPS	Two Nos. (1w + 1s)
	Capacity	42 m3/Hr
	Head	25 m
13	DUAL MEDIA PRESSURE FILTER	One
	Media	Fine white sand, Coarse Sand, Silex, Pebbles & Gravels
	Air Blowers	2 Nos. (1 + 1)
	Back Wash Water Pump	2 Nos. (1 + 1)
14	ACTIATED CARBON FILTER	One
	Media	Activated Carbon with iodine value 900 with test certificate.
15	FILTER PRESS FEED PUMP	2 Nos. (1W + 1 S)
	Capacity motor KW	3.7
	Type	Screw Pump
16	FILTER PRESS	One, Plate and Frame type

17	ULTRAVIOLET DISINFECTION SYSTEM	One
18	FLOW METER	Two Nos.
19	SUBMERSIBLE PUMP SET	Two Nos. Each 7.5 Kwh(At CWR)

Executive Engineer (PHE-II)
JDA, Jaipur

ANNEXURE- I

[Reference Clause 3(i)]

Signed
Photograph of
Applicant

To be given on Non-Judicial stamp
Of Appropriate Value,

AFFIDAVIT

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

.....
Proprietor/ Partner/ Authorized signatory

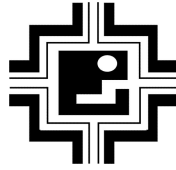
M/s

.....

Note:-

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR



Tender Document

For

**Operation & Maintenance of 1 MLD STP at Swarn Jayanti Park based on MBBR
technology for two years under JDA, Jaipur**

Cost: Rs. 30.96 Lacs

NIT No. 05/2025-26

Envelope 'B' (Financial)

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

G-Schedule

NAME OF WORK:- Operation & Maintenance of 1 MLD STP at Swarn Jayanti Park based on MBBR Technology for Two years under JDA, Jaipur.

Part-A

S. No.	Particular	Unit	Rate (In Rs.)	Qty.	Amount (In Rs.)
1	Operation & Maintenance of the entire sewage treatment plant for two years.				
1.01	Ist Year	Per Month	61110.50	12.00	733326.00
1.02	IIInd Year	Per Month	67221.55	12.00	806658.60
2	Supply, Installation, Testing & Commissioning of UV unit consisting of reactor with control panel & hour meter, cabinet housing, cabinet cooling, treatment chamber, UV radiometer with 4-20 mA output. The treatment chambers shall be SS316, Flowrate: 50 cum / Hr, UV Systems.	Each	449900.00	1.00	449900.00
		Total Rs.			1989884.60

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

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

G-Schedule

NAME OF WORK:- Operation & Maintenance of 1 MLD STP at Swarn Jayanti Park based on MBBR Technology for Two years under JDA, Jaipur.

Part-B

S. No.	Particular	Unit	Rate (In Rs.)	Qty.	Amount (In Rs.)
1	Supply delivery at site with necessary packing, receiving, unloading, shifting, storing, installation, testing and commissioning of Non clog submersible pumping set of 2% Ni CI Cascading, Impeller CF 8M, Shaft SS 410, mechanical seal with 10M Power & Control cable, 5M Galvanized Chain, 10M, 50mm MS galvanized Guide pipe, Duck Foot Bend, with Guide wire SS 304 etc. complete with all respect as per specification.				
1.1	Discharge 36 cum/Hrs and head 16 to 20 M	Each	151700.00	3.00	455100.00
2	Providing, lowering, laying and jointing in trenches, standard lengths HDPE ISI marked Pipes as per IS-4984: 1995 (amended up to date) with necessary jointing material like mechanical connectors, i.e. thread/ insert joint/ quick release coupler joint/ compression fitting joint or flanged joint and specials jointing pipe by electro fusion welding method, including all taxes , transportation and freight charges, inspection charges, loading/ unloading charges, stacking of pipes, including cost of labour and material, specials (Tee, bend etc.), satisfactory hydraulic testing, disinfection, commissioning etc. complete as per technical specifications and direction of Engineer-in-charge of following class and diameter. (excluding earth work) . Note : Providing and fixing of all requisite specials as per drawing, design and layout are inclusive in RM measurement of the item and shall not be paid separately. Supply may be in coil or straight length				

S. No.	Particular	Unit	Rate (In Rs.)	Qty.	Amount (In Rs.)
	in 6 M/12 M.				
2.1	HDPE PE-80 PN-6110 mm dia	Mtr	463.00	160.00	74080.00
3	Providing, lowering, aligning, fixing in position in pipe line, CI D/F Sluice valves straight and pocket less body passage of approved make of following Pressure rating & dia complete, confirming to IS:14846 (amended up to date) and of following specifications: Body, Bonnet, Wedge, Gland, Thrust Plate, Cap & Hand wheel of Grey cast iron of IS:210/ FG200 Stem - AISI-410 ,Body Seat ring, Wedge facing ring & Bushes - LTB2/ SS , Face to face dimensions as per IS 14846/2000 (amended up to date) ,Epoxy (Non-Toxic- suitable for drinking water) applied inside and outside, Flanges Drilled as per IS 1538. Nut-Bolt confirming to IS:1363 and IS: 1367/ CS/ galvanised steel Insertion rubber of black EPDM 6mm thick . Sluice valves including all jointing & jointing material, labour, testing and commissioning along with pipe line as per Technical Specifications and as per direction of Engineer-in-charge. Note: Rates are exclusive of tail piece/ dismantling joints and earth work.				
3.1	100 mm HW	Each	8649.00	1.00	8649.00
3.2	150 mm HW	Each	13595.00	1.00	13595.00

S. No.	Particular	Unit	Rate (In Rs.)	Qty.	Amount (In Rs.)
4	Supply & Fixing XLPE insulated / P.V.C. sheathed cable of 1.1 KV grade with aluminium conductor Armoured of IS:7098-I/1554-1 approved make in ground as per IS:1255 including excavation of 30cmx75cm size trench, 25 cm thick under layer of sand, second Class bricks covering, refilling earth, compaction of earth, making necessary connection, testing etc. as required of size.				
4.1	10.0 Sq.mm, 4 core	Mtr	196.00	650.00	127400.00
5	Supply and Fixing of electric control feeder panel comprising of suitable rating MCCB, DOL starter, overload relay, ampere meter, volt meter, phase preventer, phase indicators, lighting arrangement etc. complete suitable for three phase pump set. The panel should have space for energy meter (supplied by DISCOM). All these equipments shall be housed by panel box made out from 18 gauge M.S. Sheet with powder coating. Panel should be of minimum size 900 x 600 x 300mm with Stand (made of angle iron of size 35x35x5mm) duly bolted/screwed with enclosure box having 4 legs, each leg's length 18" and double door including in built locking system. The legs should be embedded in M-15 cement concrete platform. The size of CC platform should be equal or bigger than the base size of panel having height of at least 200 mm from ground level. The panel should have opening of suitable size in front of space for energy meter with glass for meter reading. The operation of panel should be suitable for on 440 Volt AC Supply.				
5.1	Up to 5.00 HP	Each	13081.00	1.00	13081.00
6	Providing and fixing of flanged/ plain ended MS Specials made from MS sheet strips of relevant IS specification of approved thickness by welding, lowering, laying, aligning, fixing in position at all level/ depths in trenches complete including all taxes, material, labour, inside lining, outside coating, testing and commissioning				

S. No.	Particular	Unit	Rate (In Rs.)	Qty.	Amount (In Rs.)
	along with pipe line as per technical specifications and direction of Engineer-in-charge.				
6.1	MS pipe specials up to 600mm dia (with minimum 5mm thickness sheet)	Kg	126.00	250.00	31500.00
7	SITC of Surveyor VFT (IP Dome) APTZ Camera with 360 degree rotation and digital zoom facility, which is also a transmitter. It can be connected straight to the net work, video transmission via IP Coaxial, Fiber Optic or twisted Pair (UTP) in ceiling or pendant configurations for indoor or outdoor installation with Ex view 23 x or 35 x high resolution color on day/night camera with Vandal proof and pressurized housings and privacy masking. (Make Vicom or equivalent)	Each	250762.00	1.00	250762.00
8	Supply of JCB (excavator cum loader) Type 3D on hire including POL & driver at different sites as Directed by Engineer in charge.	Per Hour	745.00	40.00	29800.00
9	Supply of Hydraulic Proclaim Bucket capacity above 0.75 cum for Flood control works in JDA region, JDA, Jaipur including all transportation loading, unloading charges completely.	Hours	2500.00	36.00	90000.00
10	Supplying of 35 HP Diesel Tractor Trolly with hydraulic lift Trolley on hire with driver, cleaner and POL at different sites of JDA region as Directed by Engineer in charge.	Per shift of 8 Hours	1290.00	9.00	11610.00
	Grand Total Rs.				1105577.00

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