

NIT No. 18/2018-19
For
HAWA MAHAL EAST ZONE (HME) of Jaipur city

Bid Document

For

**Monitoring and Operation & maintenance of sewer pipe
line, manhole for free flow 24X7 on turnkey basis for
three years including required all machinery, tool &
tackles, transportation and material etc. for Hawamahal
(East) Zone of jaipur city**

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NAGAR NIGAM, JAIPUR

Pandit Dindyal Uppadhyay Bhawan, Tonk Road, Krishna Nagar, Lal Kothi, Jaipur, Rajasthan.

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Notice Inviting E-Bid for works

NIB No. 18 to 22/2018-19

E-Bid are hereby invited for the works of as per enclosed list from enlisted contractors of the appropriate class Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, Other State Governments/Central Government Undertakings/ Organization equivalent to AA and A Class of Rajasthan are also eligible after giving prescribed Bid security to Bid for works.

Subject Matter of Procurement	Monitoring and Operation & maintenance of sewer pipe line, manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc.				
Period of completion of physical works	36 months				
Bid Procedure	Single-stage: Two Part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in				
Bid Evaluation Criteria (Selection Method)	Least Cost based selection				
Eligibility Criteria	As detailed in bid documents				
Websites for downloading Bidding Document	sppp.rajasthan.gov.in , www.jaipurmc.org eproc.rajasthan.gov.in				
Fees	Bidding document fee (Non-Refundable): Rs. 5000/- (rupees five Thousand only) in favour of commissioner, Nagar Nigam, Jaipur Tender Processing Fee (Non-Refundable): Rs. 1000 (Rupees One Thousand only) in favour of MD, RISL				
Period of on-line availability of Bidding Documents (Start / End Date)	From: 28.09.2018, 18.00 Hrs. onwards till 18.00Hrs. Of 22.10.2018				
Start date of online submission of bid	18:00 Hrs. onwards on 28.09.2018				
Manner, End Date for Online submission of Bids	Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) End Date: 22.10.2018 (up to 18:00 Hrs.)				
Date & Time of Technical Bid Opening	Date: 23.10.2018 Time: 15:00 Hrs.				
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders				
Bid Validity	180 days from the bid submission deadline				
Details of Work:					
Sr.No.	Name of Work	Estimated Cost (Rs. In Lacs.)	Bid Security @ 2% / 0.5% of estimated cost	Period of completion	NIT No.
1	Monitoring and Operation & maintenance of sewer pipe line, manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for Hawamahal (East) Zone of jaipur city	437.74	875480/- 218870/-	36 Month	18/2018-19
2	Monitoring and Operation & maintenance of sewer pipe line, manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for Hawamahal (West) Zone of jaipur city	345.99	691980/- 172995/-	36 Month	19/2018-19
3	Monitoring and Operation & maintenance of sewer pipe line, manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for Moti dungri Zone of jaipur city	333.86	667720/- 166930/-	36 Month	20/2018-19
4	Monitoring and Operation & maintenance of sewer pipe line, manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for Vidhyadhar Nagar (II) Zone of jaipur city	324.11	648220/- 162055/-	36 Month	21/2018-19
5	Monitoring and Operation & maintenance of sewer pipe line, manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for Amer Zone of jaipur city	235.43	470860/- 117715/-	36 Month	22/2018-19

Note:

1. The interested bidder may submit their proposals online along with a Non-refundable tender fee of Rs 5000/- (rupees five Thousand only) towards the cost of Tender Document and RISL processing fee Rs 1000/- (Rupees One Thousand Only) both deposited in the account of Nagar Nigam, Jaipur on website www.jaipurmc.org. The Scan Copy of receipt of online payment should be uploaded on website <http://eproc.rajasthan.gov.in> along with the technical bid cover.
2. Any other details or information can be received from the office of the XEN (Project-III) Mobile No. 9414657288, Room No. 301 & 302 in working hours in Municipal Corporation office, Jaipur.
3. Each bid must be accompanied by Bid Security of 2%/0.5% (as the case may be) of estimated cost deposited online in favour of commissioner Nagar Nigam Jaipur in accordance with the provisions of "Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013" in the account of Nagar Nigam Jaipur website www.jaipurmc.org. RFP Document can be seen at or obtained from website <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in>.
4. The Performance security @ 10% of the gross amount shall be deposited by successful bidder within fifteen days after issuing of Letter of Acceptance in the form of BG/FDR etc. The security deposited shall however be adjusted while depositing the Performance Security.
5. Bidder, who procured digital certificate as per IT Act 2000 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned web site up to time and date mentioned herein above.
6. In addition to above, the scanned copies of the Original Documents should be uploaded along with the technical Bid/ cover:
 - i. Letter of Technical Bid
 - ii. Power of Attorney for appointing authorized representative
 - iii. Joint Venture Agreement (if applicable)
 - iv. Proof of Registration in appropriate class as per bid value.
 - v. certificate of registration in PF/ESI/GST and PAN Card is required
 - vi. Annexure A,B,C,D,E duly filled with signature.
 - vii. All documents of Technical proposal check list enclosed should be duly filled
7. Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office of the Executive engineer (Sewer) every day except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site <http://sppp.raj.nic.in> & www.jaipurmc.org
8. Earnest Money deposit as per NIB is to be Paid only online in favour of commissioner Nagar Nigam Jaipur at NNJ website www.jaipurmc.org
9. No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted.
10. If any Bidder withdraws his Bid prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms & conditions of the Bid within the said period, which are not acceptable to the department or fails to commence the work in the specified period/fails to execute the agreement the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of Bid security given in any form absolutely.
11. All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, to tally or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.
12. Enlisted Contractors, will be required to pay Bid security @ 1/2% of estimated cost of work put to Bid, in case of work for which they are authorized to Bid under Rules for enlistment of contractors, but the amount to the extent of full Bid security shall be liable to be forfeited in the event of circumstance explained in Clause 10 above.
13. Each and every paper enclosed with bid shall be duly signed by the bidder.
14. Annexure A, B,C, D & E are also attached with the bid Firms are supposed to read thoroughly and fill as and where required & Additional quantity may be procured by placing a repeat order on the rates & conditions of the original order. However, the additional quantity shall not be more than 50% of the value of work of the original contract.
15. Scope of work, general & special conditions of work are attached here with.
16. In case of any bidder fails to upload copy of Required Documents as mentioned at Point No.1,3 & 6 the bid of the respective bidder shall not be accepted.
17. Any subsequent addendum/corrigendum shall be published only at the websites sppp.raj.nic.in & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
18. Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
19. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in 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.
20. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
21. 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.
22. No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
23. The provisions of RTTP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules thereto, the latter shall prevail & Provisions of PWF & AR shall be applicable.

**Commissioner
Nagar Nigam Jaipur**

1.0 INSTRUCTIONS TO BIDDERS

SCOPE OF BID

- 1.1 The successful bidder will be expected to complete the works within the period stated in the bid document from date of issuance of the Notice to proceed, or such other data may be specified in the Notice to Proceed.
- 1.2 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer” and “bid”/“tendered”, “bidding”/“tendering”, etc) are synonymous and day means calendar day. Singular means plural.

TYPE OF CONTRACT

- 2.1 It is proposed to invite bids in two envelopes in **Item Rate Format** from bidders who fulfill the Post Qualification Criteria stipulated in the bid document.

ELIGIBLE BIDDERS

- 3.1 The invitation to Bid is open to bidders who :
Are residents of the Indian Nation and who pursue the business of similar nature of works as defined in the Bid Document in any part of the State and Country as well.
- 3.2 The bidder could be a single entity or a Joint venture. The Joint Venture can be formed by not more than two entities (one lead partner with another JV partner).
- 3.3 Full fill the eligibility criteria.
- 3.4 Bidders shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in any of the Public Work Agencies in the State of Rajasthan.
- 3.6 Bidders who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or type III) as per Information technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, Ncode etc or they may contact e-Procurement cell, Department of IT &C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new digital certificate. Contact No: 0141-4022688 (Help desk 10 a.m. to 6 p.m. on all working days), email:-eproc@rajasthan.gov.in, Address:- e-procurement cell, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur.

QUALIFICATION OF BIDDER

Bidder shall submit their offer on line in electronic format both for technical and financial proposal and all documents should be digitally signed. However, Tender fees, processing fees, Bid Security and power of attorney etc should be submitted manually in original in the office of tendering authority on scheduled date & time mentioned in NIT and their scanned copy should be uploaded along with the technical bid.

- 4.1 To be qualified for award of Contract, bidders shall submit :
 - a) a written power of attorney in original, authorizing the signatory of the bid to commit the bidder; and
 - b) Adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
- 4.2 Bids submitted by a joint venture of not more than two firms as partners shall comply with the following requirements:
 - a) the Bid, and in case of successful Bid, the Form of Agreement, shall be signed by the authorized representative so as to be legally binding on both partners;
 - b) one of the partner shall be authorized to be in charge and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of another partner;
 - c) the partner in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of another partner of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;

- d) Both the partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and
- e) A copy of the Agreement entered into by the Joint Venture partners shall be submitted with the Bid.
- f) The joint venture agreement should indicate precisely the responsibility of both the members of JV in respect of planning, design, construction equipment, key personnel, work execution and financing of the project. This should not be varied / modified subsequently without prior approval of the Employer

ONE BID PER BIDDER

- 5.1 Each bidder shall submit only one bid, either by himself or as a partner in a joint venture. A bidder who submits or participates in more than one bid for the particular Works will be disqualified. The limitation, however, will not apply in respect of bids which include specialist sub-contractors or equipment Contractors who are used by more than one bidder.

COST OF BIDDING

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

SITE VISIT

Bidder must visit the **HAWA MAHAL EAST ZONE (HME)** of Jaipur city and should inspect complete sewerage system, condition of sewerage system, habit of citizens, behavior of public, disposal point, man hole and sewer line location and condition prior to quote rates. The costs of visiting the site shall be at the bidders own expense.

The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses as a result of the inspection.

LANGUAGE OF BID

- 8.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged between the bidder and the Employer , shall be written in either Hindi or English language. Supporting documents and printed literature furnished by the bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, the English translation shall govern. In case of any discrepancy in Hindi and English version or in words and figures, the final version shall be considered as mentioned in English and to words.

BID PRICES

- 9.1 Unless stated otherwise in the bidding documents, the contract shall be for the Monitoring and Operation & maintenance of sewer pipe line manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for Hawamahal (East) Zone of jaipur city based on the Item Rate Basis.
- 9.2 The bidder shall fill up the usual printed form stating that at the rate specified in the schedule (BOQ) this work shall be completed in given time frame and to the satisfaction of the Employer as well as the items that are mentioned and required to complete the system has been well incorporated to the specification laid down in the tender.
- 9.3 Quoted rates must be in ink or typed out clearly and legibly in both figures and in words in the spaces provided in the form. The same person signing the bid on behalf of the bidder must sign any corrections.
- 9.4 All duties, taxes and other levies payable by the Contractor under the contract or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total bid price submitted by the bidder and the evaluation and comparison of bids by the Employer shall be made accordingly. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act in force from time to time.

COMPLIANCE OF APPRENTICESHIP ACT, 1961

- 10.1 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 violation by him of the provisions of the Act.

CURRENCIES OF BID AND PAYMENT

- 11.1 The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees.

BID VALIDITY

BIDS SHALL REMAIN VALID FOR A PERIOD OF 180 DAYS AFTER THE DATE OF SUBMISSION OF THE BID.

BID SECURITY

- 13.1 A Bid Security in favor of Commissioner Nagar Nigam Jaipur in the form as mentioned in NIT shall be online provided as a part of the bid.
- 13.2 Tenders received without Bid Security or with part Bid Security, shall be rejected out-rightly
Any bid not accompanied by an acceptable bid security shall be summarily rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned as promptly as possible after the expiration of the period of bid validity.
- 13.4 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.
- 13.5 The bid security may be forfeited:
- a) If a bidder withdraws its Bid during the period of bid validity, or
 - b) If the bidder does not accept the correction of his bid price, or
 - c) In the case of a successful bidder, if the bidder fails within the specified time to:
 - (i) Sign the agreement, and
 - (ii) Furnish the required performance security.

PRE-BID MEETING:

- 14.1 If required, the bidder or his official representative is invited to attend a pre-bid meeting which will be held on the date, time and venue indicated in NIT.
- 14.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 14.3 The bidder is requested to submit any question in writing or by fax, to reach the Employer not later than one week before the meeting.
- 14.4 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

FORMAT AND SIGNING OF BID

- 15.1 All copies of the bid shall be typed or written in indelible ink (in the case of copies Photostats are also acceptable) and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power-of-attorney accompanying the Bid, in original. All pages of the bid shall be initialed by the person or persons signing the bid.
- 15.2 The bid shall contain no alterations, omissions, additions or interlineations, except those which may be necessary to comply with instructions issued by the Employer, or as necessary to correct the errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 15.3 The bidder shall furnish information as desired in the Form of Bid on commissions or gratuities, if any, paid or to be paid relating to this bid, and to contract execution if the bidder is awarded the contract.
- 15.4 Bid document consisting of the detailed plan, complete specifications, the schedule of quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the

- persons whose bid may be accepted, which will also be found printed in the form of bids, can be seen & downloaded from web site <http://eproc.rajasthan.gov.in>.
- 15.5 The documents listed in ITB clauses, along with the addenda issued till the date of bid submission, shall be filled by the bidder to bind the bidder to the contract.
- 15.6 All pages and schedule of tender document shall be essentially filled in (where ever required) and should be digitally signed by the tenderer.
- 15.7 All omissions in the Schedule of price must be serially numbered so as to make further dispute impossible on this score.
- 15.8 Bidders who wish to participate in this bid will have to register on <http://eproc.rajasthan.gov.in>

SUBMISSION OF BIDS

- 16.1 The Applicants shall submit the Proposal online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the bid. The Applicant shall be responsible for documents accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document.
- 16.2 The Bid is to be submitted in 2 Covers which shall comprise of –
- **Cover-1**
 - (i). Scanned copy of online payment of Bid document Cost, Bid Security and e-procurement fees along with documentary proof of depositing the same in the concerned office and scanned copy of registration certificate.
 - (ii). Complete Bid Document along with addendums/ amendments issued and uploaded by the Department on the above website, Bid form and schedules for pre-qualification Bid and scanned copies of supporting Documents.
 - **Cover-2** Financial offer.
- 16.3 The uploaded document of the bid shall contain no alterations, or additions, unless notified In case the bidder makes any addition or correction, the provisions written in the original document, read with the addendum or corrigendum issued, shall prevail
- 16.4 Bid documents, as downloaded from website, along with all addendums issued till the date of bid submission, must be uploaded on website, with all enclosures, with the bid submission, up to the date of receipt of bids
- 16.5 All bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not initialed and dated, may be liable to rejection
- 16.6 The Bid to the work shall not be witnessed by a Bidder or Bidders who himself/ themselves has/have not bid or who may not and has/have not bid for the same work
- 16.7 Bidder shall submit their offer in Electronic format on above mentioned web site up to the time & date specified in NIT, after signing the same. Online offers, which are not digitally signed, will not be accepted.
- 16.8 Online bids will be opened on the scheduled date at specified time mentioned above in the NIT by bid opening committee in the office of Commoner NNJ.
- 16.9 Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.
- Contents of Cover – 1: General Requirement
- 16.10 It should contain Pre-Qualification bid and Technical Bid along with
- a) The name and designation of person signing shall be clearly indicated. In case of partnership firm / limited company / group of companies, a power of attorney for the person authorized to sign issued by the partners or authorized signatory shall accompany the bid.
 - b) The Bid Letter,.
 - c) The bid letter in form of “letter of Technical bid” given with General conditions of contract shall be electronically filled and digitally signed. All signatures shall be digitized.
 - d) The pre-qualification and technical schedules have to be prepared very carefully since they will be the basis for the evaluation of the proposals. Only relevant & to the point information shall be indicated in the schedules. The supporting documents must contain all the complementary information to assess the quality & the conformity of the proposed material with the specification

of the bid documents. Bidder must not give the information not requested in the bid document nor make any comments. The bidder shall not furnish indiscriminately complete catalogue of manufactures & Contractors but only project specific information.

- e) Bid document I with each page digitally signed
- f) Addendums/ amendments issued by the Department on the above website till date of Bid submission digitally signed.

- 16.11 Cover-2 -Financial Bid
Financial bid (excel worksheet),

DEADLINE FOR SUBMISSION OF BIDS

- 17.1 Bids shall be submitted on website <http://www.eproc.rajasthan.gov.in> as per NIT, duly signed digitally by the authorized signatory before the scheduled date and time for submission prescribed for on line submission
- 17.2 The Employer may, at his discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in which case all rights and obligations of the Employer and bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

LATE BIDS

- 18.1 The system does not permit electronic submission of bids after the due date and time.

MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 No Bid may be modified after the bid's submission, or subsequent to the deadline for submission of bids.
- 19.2 Withdrawal of bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of Bid Security.

OPENING OF TECHNICAL PROPOSALS

- 20.1. In first stage, Cover 1 of the Bid, will be opened. The bidders' names, the presence (or absence) of Bid Security/ Bid cost/ e-procurement fees, and other details will be announced by the Bid Opening Committee at the time of opening.
- 20.2. The Employer will open the **Technical proposals** in the presence of bidders' representatives who choose to attend, as per NIT/Corrigendum schedule at the following location:
Office of the Commissioner Nagar Nigam Jaipur.
The bidders' representatives who are present shall sign a register evidencing their attendance.
- 20.3. The cover-2 having price proposals will remain unopened until the time of bid opening of the price proposals. The time and date and location of the bid opening of the price proposals will be informed by the Employer.
- 20.4. The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.
- 20.5. The duly authorized Committee will open the bids online on website in the presence of Bidder(s) or their authorized representative(s) who may choose to be present at the time of bid opening, the bids shall be opened in two stages. In first stage the pre-qualification bid shall be opened and evaluated, the financial part shall be opened of responsive bidders pre-qualified by competent authority, at a later date, which will be informed to all responsive and pre-qualified bidders.

PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL

- 21.1 The Employer will examine the contents of the Cover 1 of the individual bids to determine whether they are complete, whether the documents have been properly digitally signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

Substantial Tender

- 21.2 Notwithstanding the preliminary examination, the department will determine the substantial tenderer. Substantial tenders are those which meet the following requirements:
- Properly digitally signed,
 - Earnest money (Bid Security), Tender Fee & processing Fee in the required format from a

Nationalized / Scheduled bank,

- Responsive to all requirements of the tender documents and the instructions to tenderers,
 - Clarification and substantiation required to assess the quality of the offer,
- 21.3 If a tender is not substantially responsive it will be rejected by the department and will not be used for further evaluation. The financial offers of insubstantial tenderer will not be opened. The Department's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 21.4 It is expressly stated that the information contained in the Cover 1 of the tender will be used to define whether a tender is substantial or not. The Tenderers are, therefore, advised to submit complete tenders only.

CLARIFICATION OF TECHNICAL PROPOSAL

- 22.1. The Employer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal.

INVITATION TO ATTEND OPENING OF PRICE PROPOSALS

- 23.1. At the end of the evaluation of the technical proposals and after receiving the approval of competent authority, the Employer will invite bidders who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the bid opening of the price proposals. Bidders shall be given reasonable notice of the price proposal bid opening.
- 23.2. After receiving the approval of competent authority, the Employer will notify Bidders that have been rejected on the grounds of being substantially non-responsive to the requirements of the bidding documents.

OPENING OF PRICE PROPOSALS

- 24.1 The original financial offer or the revised financial offer, as the case may be, of the Pre qualified tenderers whose tenders are determined responsive will be opened at a date as notified in NIT or at a later date as notified by the department.
- 24.2 The duly authorized Committee will open the tenders online in the presence of any Tenderer(s) or their authorized representatives who choose to be present at the time of opening of financial tenders, and will enter the rate/amount of all tenders in the register of Opening of Tenders.
- 24.3 The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.
- 24.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.

PROCESS TO BE CONFIDENTIAL

- 25.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process, until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

CORRECTION OF ERRORS

- 26.1 Correction of arithmetical errors
- Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity 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 the price shall be corrected;
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotal 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 corrections of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

- 26.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

NEGOTIATION & AWARD OF CONTRACT

- 27.1 The Selected bidder may, if necessary, be invited for negotiations. The negotiations shall be for reducing the price of the Proposal, including for re-confirming the obligations of the bidder under this tender. Issues such as deployment of Personnel, understanding of the tender, methodology and quality of the work plan shall be discussed during negotiations. In case the selected bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked bidder as the selected bidder and invite it for negotiations.
- 27.2 the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price for this contract, when evaluated in conjunction with the other contracts to be awarded concurrently for this project and taking into account any discounts offered by bidders, provided that such bidder has been determined to be (i) eligible and (ii) qualified in accordance with the provisions of Tender Document.

EMPLOYER 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

NOTIFICATION OF AWARD

- 29.1 Prior to expiration of the period of bid validity prescribed by the Employer , the Employer will notify the successful bidder by fax, confirmed by registered letter, that his bid has been accepted. This letter, hereinafter referred to as the "Letter of Acceptance", shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price")
- 29.2 The notification of the award will constitute the formation of the Contract
- 29.3 Upon furnishing of a Security Deposit by the successful bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

SIGNING OF AGREEMENT

- 30.1 At the same time that he notifies the successful bidder that his bid has been accepted, the Employer will send the bidder the Form of Agreement provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within 7(seven) calendar days from the date of issue of the Letter of Acceptance, the successful bidder shall sign the Form of Agreement, in duplicate, on non-judicial stamp paper of value as per regulation of the Government of Rajasthan and return it to the Employer . One copy of the signed agreement will be provided to the successful Contractor, and the original will be retained by the Employer.

CORRUPT OR FRAUDULENT PRACTICES

- 31.1 The Employer, observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Employer :
 - a) defines for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of any thing of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to and after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract in any of the public works agency of the state of Rajasthan if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTREST

32.1 Any person participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Nor 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 intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any Party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity,

33.2 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 a bidding process if, including but not limited to:

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

GRIEVANCE REDRESSAL DURING WORK PROCESS

The designation and address of the First Appellate authority – Commissioner, Nagar Nigam Jaipur

The designation and address of the Second Appellate authority – The Principal Secretary, Department of Local Self Government, Jaipur Rajasthan

SIGNATURE OF CONTACTOR

**Executive Engineer
Project - iii
Nagar Nigam Jaipur**

2.0 Bidding Forms

Table of contents

S. No	Particulars
2.1	Technical Proposal Check List
2.2	Letter of Technical Bid
2.3	Power of Attorney
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2.5	Financial resources & Capacity
2.6	Details of O & M works completed by Bidders in last five years
2.7	Details of pending litigation or arbitration contracts
2.8	Details of the work completed and applicant's performance during last 3 years
2.9	Works tendered for and to be completed as on the date of submission of application

2.1 TECHNICAL PROPOSAL CHECK LIST

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following; otherwise the bid shall be considered incomplete and may lead to non- responsive.:

S.No.	Particulars	Enclosed Page No.
1	Letter of Technical Bid	
2	Notice Inviting Tender	
3	CA's certificates as required	
4	Bank's Letter as required in Tender Document (If Applicable)	
5	Registration in PF/ ESI/GST (As applicable)	
6	Proof of payment of Bid Security	
7	Proof of Cost of bidding document	
8	Proof of Bid processing fees specified	
9	Financial resources & Capacity	
10	Completion Certificates of O & M works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.	
11	Details of O & M works completed by Bidders in last five years	
12	Details of pending litigation or arbitration contracts	
13	Work orders of O & M works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.	
14	JV agreement against which experience for eligibility is claimed to demonstrate clearly the JV members work in that JV.	
15	Registration certificate of each bidder / JV Partner in class AA or equivalent in any State / Central / PSU / in India (As Applicable)	
16	Power of attorney for appointing authorized representative.	
17	Annexure A, B, C, D, E duly filled with Signature	

2.2 LETTER OF TECHNICAL BID

Technical Bid Submission Sheet

Date: _____

NIT No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____
- (b) We offer to execute in conformity with the Bidding Document the following Works:

- (c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, has nationalities from the eligible countries;
- (f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (k) We have paid, or will pay the following commissions, gratuities, or fees, if any, with respect to the bidding process for execution of the Contract:

Name of Recipient	Address	Reason	Amount

- (l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;
- (m) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorised to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

2.3. POWER OF ATTORNEY

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the _____, to issue and receive correspondence related to all matters of the tender "-----".

We / M/s _____ undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm's

S. No.	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3.		
4.	Name and Designation of the person Authorized	
5.	Attested Signature of the Authorized Representative	

For Limited Firm's

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

2.4: Joint Venture Agreement(Between not more than two firms)

(On Rs 1000/-Non-judicial Stamp Paper)

Memorandum of Understanding for
JOINT VENTURE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----- ("Effective Date").

BETWEEN

M/s. _____, a company incorporated, and having its registered office at _____.
(Hereinafter referred to as the "**First Party**"/ "**Lead Partner**");

M/s. _____) a company incorporated, and having Registered office at _____.
(Hereinafter referred to as the "**Second Party**"/ "**Other Partner**");
Hereinafter jointly referred to as the "**Parties**" and individually as "**Each Party**" or "**a Party**" as the case may be.

WHEREAS,

A) **The Government of Rajasthan, Nagar Nigam Jaipur Rajasthan (hereinafter referred to as the NNJ or procuring entity) invited bid for**

_____.

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the "**JV**") to jointly execute the above project in all respect

NOW THEREFORE IT IS HEREBY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with _____ designated as the **Lead Partner and First Partner**.

1.2. _____ shall be the **Second Member – or Other Partner**

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of “ _____ **Joint Venture**”.

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3. The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the **Employer** for the execution of the Projects in accordance with the **Contract** till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility:-----

Physical responsibility: -----

Other Partners: Financial responsibility:-----

Physical responsibility:-----

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the **Contract** shall be shared or borne by the **Parties** in the above **Proportions**.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The **Parties** shall participate as a **JV** in the submission of bids and further negotiations with the **Employer** and shall co-operate and contribute their respective expertise and resources to secure and execute the **Projects**.

5.2 On award of **Projects**, the **First Partner** in consultation with the other members of JV will decide on the final management structure for the successful execution of the **Projects** as per the terms of **Contract**.

5.3 All the **Parties** hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the **Projects**, including commissioning & operation for the period as stipulated in the contract. The share of interest of the **JV** shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the **Parties** hereto shall be mutually exclusive i.e. none of them shall without the other **Party's** consent & prior approval of **NNJ**, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7:Memorandum of Understanding:

7.1 This **Memorandum of Understanding** shall be terminated:-

a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or

b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of NNJ& mutual consent of the Parties, or

7.2 The Memorandum of Understanding can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning &operation of Plant or to

make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer.**

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____ & _____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be _____.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

Any and all correspondence from the Employer to the **JV** shall be addressed to **(name of JV)** at the address stated herein below—(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address**(name of JV)**

ARTICLE 12: Authorized Representative:

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

Authorized Representative of JV: _____

ARTICLE 13: ASSIGN ABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE 14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by)
For and on behalf of)
_____)

in the presence of:)
_____)

Name:)
Designation:)
Signed by)
For and on behalf of)
_____)

in the presence of:)
_____)

Name:
Designation:

Name:
Designation:

Name :
Designation:

2.5: FINANCIAL RESOURCES AND CAPABILITY

1. Name of the applicant
2. Name(s) of partner/director
3. Capital a. Authorized
- b. Issued of paid up
4. (a) Details of the work completed and applicant's performance during last three years
(Information to be furnished in Schedule- III)
- (b) Details of work in hand and applicant's performance record
(Information to be furnished in Schedule- IV)
- (c) The certificate of CA regarding Bid Capacity must be submitted otherwise bid shall not be considered.
 The certificate should clearly show the calculation how the Bid Capacity is calculated as per formula
 given in tender. The bid capacity of the bidder shall not be less than the estimated cost of the bid.
5. Furnish balance sheet and profit & loss statement with audited report for the last three years.

S. No.	Financial year	Working capital	Net Worth	Turnover	Gross income in Rs.
1.	2014-15				
2.	2015-16				
3.	2016-17				

6. Have you ever been denied tendering facilities by any government/ public sector undertaking?
7. List of your source of finance
8. Certificate of Financial soundness by Bank
9. Name and address of bank from whom reference can be obtained
10. Have you ever been declared bankrupt? (If yes, please give details)

Signature of bidder with seal of firm

2.6: DETAILS OF O & M WORKS EXECUTION DURING LAST 5 YEARS

O & M Sewer works

S.No	Name of work (With agreement no. & date)	Client	Place (District/ state)	Financial year	Total Executed Amount (in LACS)	Amount Executed for Sewer O&M works (in LACS)

Note : The Certificate form Engineer - in - Charge in support of the above to be enclosed

Signature of bidder with seal of firm

2.7: DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S.No	Name of work with agreement no.& date	Client	Work Order amount (Rs. in Lac)	Disputed amount claimed in litigation/arbitration	Date of Raising Disputed Amount	Actual award amount, if the case is decided	Cause of litigation and matter in dispute

Signature of bidder with seal of firm

Schedule-III

**2.8 DETAILS OF THE WORK COMPLETED AND APPLICANT'S
PERFORMANCE DURING LAST 3 YEARS**

S.No	Name of Work	Work executed	Place and state	Tendered Cost	Stipulated time of completion	Time in which completed	Date of completion	Reasons for delay	Principal features of works	Value of work done
1	2	3	4	5	6	7	8	9	10	11
	Total									

Note : The Certificate from Engineer-In-Charge in support of the above to be enclosed.

Signature of Bidder

Schedule-IV**2.9 WORKS TENDERED FOR AND TO BE COMPLETED AS ON THE DATE OF
SUBMISSION OF APPLICATION**

S. No.	Name of Work	Place and State	Works in Hand				Works tenders for			Remarks
			Tendered cost (Rs. In Lacs)	Cost of works remaining to be executed	Stipulated period of completion	Anticipated Date of Completion	Estimated cost (Rs. in Lacs.)	Date when decision is executed	Stipulated Date & period of completion	
1	2	3	4	5	6	7	8	9	10	11

Signature of Bidder

Note: The Certificate from Engineer-In-Charge/ Project Manger in support of the above to be enclosed.

The Bid Capacity be calculated with respect to the above information.

3.0 Eligibility Criteria:

I Experience & Technical Qualifications :-

- a) The Bidder/lead JV partner should have experience of Operation & Maintenance of sewerage System or laying & jointing of sewer line with at least 3 years O&M in last **five years (2013-14 to 2017-18)**.
- b) Bidder/lead JV partner should have their own machinery, maintenance **Technical staff**, all **skilled staff** and required infrastructure to handle a city like Jaipur having population approximately 30.00 lacs and huge network of sewer line size varying 100 mm to 1200 mm.
- c) Bidder/lead JV partner should have completed one O&M work of sewer system amount equal to 30% of estimated cost of bid or two O&M work of sewer system amount equal to 25% of estimated cost or three O&M work of sewer system amount equal to 20% of estimated cost of bid in last five years. The contractor must enclose successful completion certificate of the work given by competent authorities.
- d) **IT/GST certificate required.**

Note:- In case of JV, the qualifications will have to be fulfilled by the Lead Partner of JV

II Financial:

- a) Average annual Turnover of **the last three years** should be 60 % of Bid value. **(In case of JV, any one partner or jointly should meet the annual turnover) i.e. 2014-15 to 2016-17.**
 - Performance bank guarantee equal to 10% of work order amount should be submitted within 15 days after LOA.
 - If the quoted rates are less in respect of tender amount then bank guarantee of difference amount should be submitted by bidder before the issue of LOA
 - Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for annual average construction turnover shall be certified by a Chartered Accountant.
- b) Net Worth: The net worth for the financial years 2017-18 of bidder/both partners of JV firm should be positive.
 - Net worth for the financial Year 2017-18 (from latest audited balance sheet) should be positive..
 - Certificate of Chartered Accountant showing calculation of Net worth must be enclosed.
 - Certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components.

Working Capital based on the current assets and current liabilities (including the short-term loan repayments due in current years) should be 25% of the estimated cost of bid.

(Available Working Capital shall be evaluated as Current Assets + Revolving Line of Credit – Current Liabilities (including loan repayment due within one year).

- The formula for calculating Bid capacity is given here

$$\text{Bid Capacity} = (2 \times A \times N) - B$$

Where A= Maximum value of Annual Turnover from Civil Engineering works executed in any one year during the last three years (2015-16,2016-17,2017-18) (updated to present price level) taking in to account the completed as well as works in progress (including current year, if opted by the bidder),

N=Prescribed completion period of the work for which bids are invited in years,

B= Value at present price level (2018-19) of existing commitments and ongoing works to be completed during N period i.e., the period of completion of works for which bids are invited.

- The present price level for turnover and cost of completed work of similar nature, the previous years' value shall be given weight age of 10% per year as follows:

Sr. No	Financial Year	Weightage
(i)	2017-18	1.00
(ii)	2016-17	1.00
(iii)	2015-16	1.10
(iv)	2014-15	1.21
(v)	2013-14	1.33
(vi)	2012-13	1.46

III Litigation:

The Employer shall consider the litigation record of Bidders to verify their qualifications. Bidders shall submit documentary evidence of all claims, arbitrations, or other litigation, pending or already resolved. The Employer if required will make enquiries with the past Employers of the Bidders to confirm the correctness of the information provided in their Bid. In the event that the Employer finds that the Bidder has a Litigation History of more cases in the past 5 years or the impact of the pending/already resolved litigation cases raises doubt about the Bidder's capability to execute the contract, the Bidder shall not be qualified for award of the Contract. All pending litigation shall be treated as resolved against the bidder and so shall in total not represent more than 50% of the Bidder's net worth.

4.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATIONS

A Standard Specifications

The Standard Specifications (sewerage maintenance works) issued by the Central Govt. Sewerage Manual and specifications that shall be followed for maintenance of sewerage system unless otherwise specified in these specifications.

1. Order of Precedence, Clarifications and Interpretation

When the various specifications and codes referred to in these specifications are at variance with standard specifications (sewerage maintenance works) and parts of these specifications with each other, the following order of precedence will be accepted.

1. Written instructions of the Engineer in charge.
2. Special Conditions of Contract, Item wise particular Specifications, and Execution Drawings. The particular specifications and construction drawings are intended to be explanatory of each other. Any work shown in maintenance schedule and not shown in particular specifications, or vice versa, are to be executed as if indicated in both.
3. Provisions of standard specifications of sewerage maintenance.
4. Relevant I.S. Codes/Sewerage manuals/codes.

The attention of the contractor is drawn to those Clauses of relevant is codes which require either specification by Engineer or the mutual agreement between the supplier and purchase. In such a/cases it is the responsibility of the contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer before taking up the maintenance of sewerage system latest revision of all sewerage manuals/codes shall be referred wherever and whenever required.

B Particular Specifications

1. Scope of works:

A programme of maintenance and operation of sewer line and sewerage system in **HAWA MAHAL EAST ZONE (HME)** of Jaipur city is being carried out under maintenance scheme.

The detail works to be carried out under this contract are as follows:

- 1.1 The bidder should make clean the **HAWA MAHAL EAST ZONE (HME)** of Jaipur city by maintaining all sewers line and man holes by manual as well as mechanical means.
- 1.2 The sewer lines (both lateral & outfall) vary in size from 100 mm to 1200 mm. Precast RCC M-40 grade/stone masonry/RCC manholes of various sizes from internal dia 1.0 mtr. To 1.50 mtr. has been constructed in these zones.
- 1.3 The **HAWA MAHAL EAST ZONE (HME)** of Jaipur city constitutes of 13 wards. The bidders must monitor maintenance programme both ward and zone wise.
- 1.4 Contractor is required to arrange everything required for O&M including supply of all tools, tackles, spares, lubricants **and ensure safety of labour employed and their insurance** etc.
- 1.5 The contractor must establish central control room equipped with mobile and land line communication system **with four wheeler vehicle** so that any citizen can lodge their complaint regarding sewerage system. The contractor has to arrange to provide complaint number to complainer. The record of complaint and compliance should be maintained.
- 1.6 The contractor should also collect any complaints registered on nagar nigam helpline/ zonal office on daily wises and would rectify accordingly.
- 1.7 **The office should preferably be within the maintenance area and should be in each zone and shall be got approved from Engineer-in-Charge.**
- 1.8 Contractor should make adequate arrangement of publicity of his office for registration of complaints related to sewer system of the area.
- 1.9 The contractor must arrange to remove ordinary complaints within 24 hours and critical complaints in 72 hour of lodging of complaint. The decision of bifurcation of both type of complaints shall be taken by engineer in-charge.
- 1.10 Searching of manholes **and marking of them on road with chainage/water supply line.**

- 1.11 Excavation of BT/CC road, if manholes found below road **and after dismantling of road. The contractor is liable to make in original good condition to road.**
- 1.12 Patrolling of entire sewer line/manhole daily to detect any choked manhole/sewer line & rectify the defect within 24 hours.
- 1.13 O&M of any new lines laid in this zone in this contract period is also deemed to be included in the scope of this contract.
- 1.14 The emergency complaints or defects are those which create nuisance in public viz overflowing man holes, breakage off sewer line, **pollution of water supply pipe line** etc. These may cause serious health hazards. These complaints should be attended as soon as possible.
- 1.15 **Penalty of Rs 1000 per day for each complaint will be imposed if the disposal of sewer line/manhole overflow complaint takes more than 48 hours. The disposal of such complaints should be such that the same complaint should not be repeated more than 2 times in a month.**
- 1.16 The contractor must repair man hole/sewer line damage during maintenance.
- 1.17 Nagar Nigam Jaipur will provide deficient man hole cover initially and if stolen the contractor has to provide man hole cover otherwise the cost of cover will be deducted from running bill.
- 1.18 Security of sewer system and contents therein shall be Contractor's responsibility.
- 1.19 The man hole covers should be intact and if any accident or mishap or litigation occurs due to absence of man hole cover, the contractor will bear all pros and cons of accident and litigation.
- 1.20 The sludge/silt from sewer line man hole will be disposed at safe location of dumping yard **away from pipe line.**
- 1.21 The contractor must have his own loading trucks vehicles which transport garbage/sludge & it should be fully covered by plastic sheet to prevent bad odors and nuisance.
- 1.22 If any man hole over flows consecutively for three times in one fortnight, the contractor has to clean the entire route.
- 1.23 At the time of cleaning of sewer lines the diverted sewer water should not be allowed to flow openly on the road. The contractor shall make arrangements so that the water flows through temporarily fixed pipe from one man hole to other.
- 1.24 The maximum permissible limit for temporary diversion of sewage will be seven days. If the diversion continues for more than seven days a penalty of rupees 2000 per day will be imposed.
- 1.25 Temporary diversion shall be restored to original condition after completion of cleaning work.
- 1.26 The contractor has to maintain existing sewerage system and no excuse will be granted over system deficiency.
- 1.27 Flushing of Sewer System: - the O&M includes flushing of sewer & laterals and manholes so that there is no deposition of debris, silt & other material which may obstruct the flow in the sewer line. Water required for this would be arranged by contractor at his cost.
- 1.28 The contractor must clean the sewer line and manhole once in a year.
- 1.29 After cleaning of the sewer, flow should always remain within the channel in the man hole, otherwise it will be treated as unsatisfactory periodic cleaning and Rs 1500 per Km to sewer line payment will be deducted from the running bill of the contractor.
- 1.30 The contractor has to inform about daily activities in a prescribed format at 10am to the Officer In-charge, in advance, every day.
- 1.31 The sewerage treatment plant is excluded from the scope of work.
- 1.32 The location and daily work schedule for jetting machine and other equipment should be prepared in a prescribed format.
- 1.33 This O & M contract may be further extended for next two years on annual basis.
- 1.34 The contractor is not allowed to alter or obstruct the existing sewerage system during maintenance **and not to disturb other public utility services like JVVNL, BSNL, PHED, JDA, NNJ etc. if disturbed then restore on his risk- cost and demand note issued by such agencies should be chargeable from contractor himself.**
- 1.35 The Contractor has to ensure that there is always sufficient stock of 15 days of consumables in his own store.
- 1.36 The Contractor is required to submit weekly, fortnightly and monthly reports of all O&M works carried out by him to Engineer – in - charge.
- 1.37 The contractor must submit its **monthly/weekly action/survey plan** in advance to Engineer In-charge so that cleaning and maintaining line can be monitored as per action plan by Nagar Nigam

Jaipur authorities. The alteration of location and site should be informed 24 hrs prior to action to Officer In-charge.

- 1.38 The contractor must make teams for routine cleaning and a separate Emergency team. These two types of teams shall work separately.
- 1.39 All necessary safety equipment like breathing mask with cylinder, helmet, gloves, spectacles, boots, torched lights, toxic gas detectors **with hooter** etc should be arranged by the contractor to individual workers.
- 1.40 The contractor shall arrange for the life insurance, accidental insurance, or any other relevant insurance required as per labour laws.
- 1.41 The contractor is bond to the state/central laws.
- 1.42 The contractor shall follow instructions issued by the labour department regarding policies for the working labour.
- 1.43 The contractor shall be totally responsible for any type of mishap/accident at site during work **and their legal issues, if any.**
- 1.44 Submit details of labour and deduction like GPF/SI etc. Whichever is applicable**
- 1.45 In such case when problem is critical and additional jetting/Suction machine required beyond provided machines by department in that exceptional case on demand of contractor machine may be provide by department (Subject to condition availability of machine) then Rs. 3000.00 per day with diver (without labour and POL) is to be charged by NNJ.
- 1.46 Verification of the work will be done by zonal CSI and JEN and certify that work done as per specification, norms, proper utilization of departmental machines and required nos of sewer workers appointed by contractor for the work. Then bill of the work will be submit to AEN, he will be responsible for checking of work done and redressel of compailnts. Accountant and AEN jointly propose for payment after checking according to BID document and conditions of contract. XEN and Zonal DC will certify the payment
- 1.47 The work of survey on GIS map for sewer network of all size sewer pipe line with all type of manhole chambers in this Zone is to be done by contractor during the work.**
- 1.48 All machines should be in working condition for 24 hours.
- 1.49 All machinery (i.e) issued to the contractor for this O&M work shall be return after completion of O&M period contractor in working conditions.
- 1.50 Radio Chip for detecting the manhole cover should be embedded in manhole cover or tagging with manhole cover should be done and is to be ensured by contractor only.**
- 1.51 The super sucker machine may be used if required for removing obstacles of sewer lines. No extra payment shall be given to the contractor for this.
- 1.52 All machines shall be on GPS tracking system for 24X7 Hours.
- 1.53 The office room will be provided by Nagar Nigam Jaipur in Zone office campus but the electric, telephone and water connection should be taken by contractor separately for daily use on his own cost.
- 1.54 Replacement of manhole cover/raising the height of manhole shall be done by contractor and such manhole shall be initially verified by JEN/ CSI/ local residents of street with prior photography and sign of locality and after that work shall be started for installation/replacement/rising of manhole cover and after work contractor has to take photographs of the work done by him and both initial and final condition photograph shall be submitted with montly bill. After 45 days no claim of any bill for the above work will be permissible by the NNJ.
- 1.55 The manhole cover should be embraced with contractor name and zone like M/s...../AMZ/MDZ etc and the monthly record has to be kept by the contractor and also has to keep minimum of 10 Nos of each type of manhole cover, ring etc. in stock.
- 1.56 The contractor shall be liable for any compensation in case of any accident and shall pay for the loser as per Honorable Supreme court directions and in case the contractor does not pay within desired time period as per honourable supreme court directions, NNJ will deduct this amount from the contractor's bill.

DETAIL OF MACHINERIES

- Contractor must be equipped with Vehicle mounted Jetting cum suction machines/jetting Machines/suction machine/super sucker machine/De silting machines/manholes searching machine /Mud pump/road breaker etc required as per site condition in order to maintain the free flow in sewer network 24x7.
- Nagar Nigam Jaipur may provide the following machinery **if available** for operation & maintenance which can be issued to contractor in running condition on demand of the contractor. **The POL and operator will be arranged by contractor at their own cost. It is not binding on the Nagar nigam jaipur to provide any machinery.** These machineries will be provided to the contractor only if it is available with NNJ at that time. If Not available with NNJ, the contractor has to work with his own machinery. The contractor must return the machinery in good running condition after expiry of contract period. The machinery provided by NNJ will be given as per the rent/tariffs and charges prevailing at that time in NNJ for these machinery in the form of DD in favour of commissioner Nagar nigam jaipur and prior to taking any machinery from the NNJ, the contractor has to submit the bank guarantee (BG) in favour of commissioner Nagar nigam jaipur for security purpose of machinery.
- The machinery available in Nagar Nigam, Jaipur is as under:-

Sr. No	Particular	Qty
1.	Vehicle mounted Jetting cum suction machine	01 Nos.
2.	Vehicle mounted Jetting machine	01 Nos.
3.	Vehicle mounted Jetting machine	01 Nos.

- **Contractor has to purchase or take on long term rent a jetting cum suction machine 4000/8000 Ltrs. capacity of model not older than year 2014. Proof of same is to be produced in JMC.**
- **For each machine a demand draft (DD) for rent as per rent/tariffs and charges prevailing at that time in NNJ for these machinery and a BG of rupees 15 Lacs in favour of Commissioner Nagar Nigam Jaipur is to be deposited as security deposit towards each jetting cum suction machine 8000 Ltrs/ Jetting Machine 8000 Ltrs. issued for O & M work to the contractor by Nagar Nigam Jaipur, as applicable.**
- **For each machine a demand draft (DD) for rent as per rent/tariffs and charges prevailing at that time in NNJ for these machinery and a BG of rupees 10 Lacs in favour of Commissioner Nagar Nigam Jaipur is to be deposited as security deposit towards each Jetting Machine 4000 Ltrs. issued for O & M work to the contractor by Nagar Nigam Jaipur, as applicable.**
- **Rate quoted should be inclusive of GST/ESI/PF and all other duties and taxes.**

2. General Obligation

The contractor will submit a detailed O&M plan for approval of Engineer-in-Charge showing methodology & approach which he would be following for operation & maintenance. This should contain the procedure he shall be following during normal conditions/ abnormal conditions. He-should also furnish a list of tools / equipments / instruments, spare etc required / available with him for O&M of the system. All O&M activities shall be carried out strictly in accordance with the plan.

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

- (a) O&M of the sewerage system.
- (b) Training for the O&M staff designated by Nagar Nigam Jaipur requirement.
- (c) Generation and maintenance of periodic reports.

3. Operation

The contractor shall ensure that the entire sewerage system operates for 24 hours.

If it is determined that the facility is not capable of meeting the desired parameters for any reason and are beyond the contractor's control and not attributable to him, the contractor shall determine the specific cause of failure / abnormality in the functioning of the system and report to the Engineer-in-Charge and seek his directives on the necessary corrective action to be taken /adopted.

All consumables and spare parts required for operating and maintaining the system shall be provided by the contractor. He would remove all rubbish, garbage etc. after repair and make these sites good. The contractor shall deal with all residues in conformity to environmental regulations /rules in force The loading, unloading and transportation cost for all such works shall be borne by the contractor and shall be included in the price quoted by the contractor for O&M

4. Man Power

The contractor shall provide experienced, technical, supervisory, administrative and non-technical personnel and labour necessary to operate and maintain the system and works properly, safely and efficiently and on a continuous 24 hour basis for the full term. While doing so due consideration shall be given to 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 O&M system before being given responsibility. If in opinion of the Engineer-in-Charge a member of contractors staff is considered to be inadequately skilled or otherwise inappropriate for the assigned tasks and Engineer-in-Charge informs the contractor in writing the contractor shall replace him with a person of appropriate skill for the task approved by the Engineer-in-Charge within one month of being so informed.

The bidder shall provide minimum staff management structure for the O&M of the system as under.

S. No.	Description	Qualification	No. of post	Experience
1	Supervisor	Diploma in Civil Engineering	1(One)	3 Years
2	Sanitary Inspector	Sanitary and Health Diploma	2(Two)	2 Years
3	Jetting cum Suction Machine operator	Heavy Vehicle Driving Licence	3 (Three)	Skilled
4	Sewer Workers	Skilled	26(Twenty six)	1 Year
5	Tractor Trolley with Driver	Heavy Vehicle Driving Licence	1(One)	Skilled
6	Jeep with Driver	Light Vehicle Driving Licence (four wheeler)	1(One)	Skilled
7	Computer Operator (Complaint Attainment & Record Keeper)	RSCIT/ITI in computer	2(Two)	Skilled
8	Office Boy	10 th pass	2(Two)	Skilled

The contractor shall ensure that all labour welfare laws and regulations are being followed including weekly rest, rotation of duties etc.

The CV resumes (only for skilled workers) of the Contractor personnel shall be submitted to the Engineer-in-Charge for acceptance. In case of other workers their names and addresses would be furnished to the Engineer-in-Charge.

A rotating shift schedule shall be established by the contractor and approved by the Engineer-in-Charge who will ensure that an adequate number of the contractor staff will be available for duty for 24 hours each day, 7 days a 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 duty, for whatever reason, the contractor shall provide a qualified replacement at his expense and ensure that specified project duty coverage is maintained. If substitute key personnel are required for a period longer than 15 days, their CV must be approved in advance by the Engineer-in-Charge.

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

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 for casual, temporary employees and visitors.

Nagar Nigam Jaipur is not liable for any situation arising due to any accident / mishap of whatever nature occurring at site.

5. SAFETY :

The contractor shall be responsible for safety of his staff during O&M of the system and shall procure, provide and maintain all safety equipment necessary for satisfactory O&M such as gas masks, gloves, gumboots, safety belts, first aid kit, mats and helmets and safety gears etc. All maintenance personnel's employed by contractors should wear helmets while on repair/ maintenance duty. For safety purpose he would follow the guideline for sewerage maintenance system given in CPHEEO manual for sewerage & sewer treatment.

(a) The contractor shall utilize safety awareness procedures in every element of O&M.

(b) The contractor shall emphasize site safety including adoption of

- (i) Safe working procedures
- (ii) Cleanliness and care of the system
- (iii) Accident and hazardous conditions prevention and reporting
- (iv) Safe practice while working.

The contractor shall impart safety training to all members at regular intervals specially for new-comers.

The contractor shall provide Sign boards/ display boards indicating "Nagar Nigam Jaipur at work" with safety barricading.

The contractor shall notify the Engineer-in-Charge immediately if any accident occurs whether on site or off site in which contractor is directly involved (related to O&M work) 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 with comprehensive report within 24 hours of the accident. If necessary during repair/ maintenance of sewer line, on directions of field Engineer, the contractor would make arrangement for diversion of traffic by fixing barricading /safety taps etc. so as to avoid inconvenience to the public.

6. Reporting

The contractor shall prepare consolidated daily, weekly & monthly reports of O&M of the system and shall submit weekly, fortnightly & monthly reports to the Engineer-in-Charge. Overall reporting formats shall be approved by the Engineer-in-Charge and may have to be modified from time to time as required and approved by Engineer-in-Charge. Contractor may have to prepare and submit additional reports on particular matters and incidents as and when required by the Engineer-in-Charge for each significant occurrence.

7. Maintenance

The contractor shall ensure the continuity of the system's operation and the breakdown or the deterioration in performance of the system under normal operating condition of any part of the system.

The classes of maintenance provided shall comprise full O&M and standby maintenance.

Standby maintenance system comprises the planned and regular maintenance carried out by the contractor including cleaning, lubricating, periodic and minor adjustment of all items of the system, which have been completed but not have been made operational.

The contractor shall be made responsible for site maintenance including upkeep of landscaped areas / planted tree etc.

7.1 Maintaining Utility Service and Traffic:

Drawings scheduling the affected services like water pipe, sewers, telephone and power cables etc. owned by various authorities including public undertakings, local authorities and private companies are to be obtained by the contractor at his own cost from the concerned department / authority / company and the location of the same shall be verified by the contractor for the accuracy of the information prior to the commencement of any work.

7.2 Arrangement for Traffic during Cleaning

7.2.1 General

The contractor shall at all time carry out work on the roads in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same.

7.2.2 Traffic Safety and control

The contractor shall take all necessary measures for the safety of traffic during work and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required by the Engineer for the information and protection.

The barricades erected on either side of the carriage way/portion of the carriageway closed to traffic, shall be of strong design to resist violation, and painted with alternate black and white stripes. Red lanterns or warning lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

At the points where traffic is to deviate from its normal path(Whether on temporary diversion or part width of the carriage way) the channel for traffic shall be clearly marked with the aid of pavement markings, painted drums or a similar device as per the directions of the Engineer. At night, the passage shall be delineated with lanterns or other suitable light source.

Signature of Contractor

**Executive Engineer
Project - III
Nagar Nigam, Jaipur**

Special condition of contract

- 1. MS Act. 2013 will be applicable on the bidder.**
- 2. Order of Honorable Supreme court of India in civil writ petition No. 583/2003 will be applicable**
- 3. Nearer to zone office bidder should established a required office, staff for complaints, helper and guard.**
- 4. In scope of work No. 1.15 penalty @ 1000 Rs. per day will be replaced by penalty @ 1000 Rs. per day per complaint.**
- 5. All O&M should be carried out as per CPHEEO Manual 2013.**

Contract Forms

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1. Letter of Acceptance

Letter of Acceptance

[on letter head paper of the Nagar Nigam, Jaipur]

No. **Dated**

To: **[name and address of the Contractor]**

Subject: **[Notification of Award for the Works]**

This is to notify you that your Bid dated **[date]** for execution of the

... **[name of the contract and identification number, as given in the Contract**

Data] for the Accepted Contract Amount of the equivalent of

[.amount in numbers and words and name of currency]

., as corrected and modified in negotiations and in accordance with the Instructions to

Bidders has been accepted by **Nagar Nigam, Jaipur** The date of commencement

and completion of the Works shall be:

.....

You are requested to furnish the Performance Security/ Performance Security

Declaration within Days in the form given in the Contract Forms for the same

for an amount equivalent to Rupees within days of notification of

the award valid up to 60 days after the date of expiry of Defects Liability Period and

maintenance period, if applicable, and sign the Contract, failing which action as stated

in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement

Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature:

Name and Title of Signatory: **Commissioner, Nagar Nigam, Jaipur**

Designation:

2. Contract Agreement (Nagar Nigam, Jaipur)

(on a non judicial stamp paper of Rs. 15,000/-)

Contract Agreement

THIS AGREEMENT made theday of,, between the Governor of Rajasthan/ [Nagar Nigam, Jaipur]. (hereinafter "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and [***name of the Contractor***] (hereinafter "the Contractor"), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the *Procuring Entity* desires that the Works known as should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of ----- (For Nagar Nigam, Jaipur)

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Letter of Acceptance;
 - b) the Bid of the Contractor as accepted alongwith the correspondence done on it, if any;
 - c) the Special Conditions of Contract/ Contract Data;
 - d) the General Conditions of Contract;
 - e) the Specifications;
 - f) the Drawings; and
 - g) the Instructions to Bidders and Notice Inviting Bids.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (and, if applicable, maintain the Works for a period of -----) in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (and,if applicable, maintain the Works for a period of -----), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by

Signed by.....

for and on behalf of the Governor/ Nagar Nigam Entity

for and on behalf the Contractor

(Commissioner, Nagar Nigam, Jaipur

in the presence of

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

3. Performance Security

Performance Security

..... *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: Commissioner, Nagar Nigam, Jaipur.....

Date:.....

Performance Guarantee No.:

We have been informed that *[name of the Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the Contract]*. dated with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* *[amount in figures]* (.Rupees..... *[amount in words]*) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of **, and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Authorised Signature(s)

*** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**

**** Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.**

Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the

time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

4. Performance Security Declaration

Form of Performance Security Declaration

Date: _____ *[insert date (as day, month and year)]*

Contract Name and No.: _____ *[insert name and number of Contract]*

To: _____ *[insert Designation and complete address of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ *[insert name of subject matter of procurement]*.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the _____ *[Designation of the Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[insert complete name and address of the Bidder]

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal _____

NIB No. 18/2018-19

OFFICE OF THE EXECUTIVE ENGINEER (PROJECT-III)

JAIPUR NAGAR NIGAM, JAIPUR

PANDIT DEEN DAYAL BAHWAN, LAL KOTHI, JAIPUR

H - Schedule

Name of work:- Monitoring and Operation & maintenance of sewer pipe line manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for HAWA MAHAL EAST ZONE (HME) Zone of jaipur city.

BOQ-I

Non BSR

S.No	Particulars/Details	Quantity (months)	Unit (month)	Rate to be Quoted by Contractor (Lacs)	Total Amount (Lacs)
1	Monitoring and Maintaining free flow of sewer system which includes cleaning & de-silting of chocked manholes/ sewer line by mechanical means. Searching of manhole, opening and removal of manholes covers safely (excluding the cost of cover), use of Jetting/suction machine or use of any type of machinery for clear sewer flow, re-fixing of manholes cover, etc in HAWA MAHAL EAST ZONE (HME) of Jaipur city as per scope of work & direction of engineer in-charge.	36	Each		

I/We agree to quoted rate inclusive of GST/ESI/PF and all other duties and taxes

Signature of Contractor with Address

NIB No. 18/2018-19

OFFICE OF THE EXECUTIVE ENGINEER (Project -III)

JAIPUR NAGAR NIGAM, JAIPUR

PANDIT DEEN DAYAL BAHWAN, LAL KOTHI, JAIPUR

Name of work:- Monitoring and Operation & maintenance of sewer pipe line manhole for free flow 24X7 on turnkey basis for three years including required all machinery, tool & tackles, transportation and material etc. for HAWA MAHAL EAST ZONE (HME) of Jaipur city.

G-Schedule

BOQ-II

RUIDP BSR 2017

S. No	Item No.	Particulars/Details	Quantity	Unit	Rate	Total Amount (Lacs)
1	17.70	Raising precast circular main hole cover and frame by taking out existing precast frame and cover, providing and fixing precast SFRC circular spacer of height 100/125/150 mm, refixing existing main hole cover frame and cover with cement and sand mortar (1:3) , including good the damage, complete as directed by engineer	225.00	Each	1510.00	339750.00
2	17.72	Supplying and fixing 560 mm dia. SFRC manhole frame and cover as per IS: 12592-2002 in existing main hole including grouting the frame in PCC M-15 complete in all respect as directed by Engineer				0.00
A	17.72.1	HD-20	600.00	Each	2400.00	1440000.00
B	17.72.2	EHD-35	150.00	Each	2690.00	403500.00
3	17.73	Supplying and fixing 560 mm dia. SFRC manhole cover as per IS: 12592-2002 in existing main hole frame complete in all respect as directed by Engineer				0.00
A	17.73.1	HD-20	1800.00	Each	1270.00	2286000.00
B	17.73.2	EHD-35	300.00	Each	1570.00	471000.00
						4940250.00

Executive Engineer (Project-III)
Nagar Nigam Jaipur

I/We agree to rates -----Above/Below in % (inclusive of GST/ESI/PF and all other duties and taxes)

Signature of Contractor with Address