Bid Document

For

Operation, Repair & maintenance of complete sewer system including sewer pipelines & manholes Repairs etc for free flow 24X7 on turnkey basis for one year and extendable up-to next two years including all labour, machineries, tool & tackles, transportation and material etc. required for the work in Malviya Nagar Zone(MNZ) of Municipal corporation Greater Jaipur.
NAGAR NIGAM GREATER JAIPUR

NIB No. 27 / 2020-21

For

Operation, Repair & maintenance of complete sewer system including sewer pipelines & manholes Repairs etc for free flow 24X7 on turnkey basis for one year and extendable up-to next two years including all labour, machineries, tool & tackles, transportation and material etc. required for the work in Malviya Nagar Zone (MNZ) of Municipal corporation Greater Jaipur.
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*Signature*

अधिशासी अभियंता
मा्लवीय नगर
नगर निगम ब्रेटर, जयपुर
Notice Inviting E-Bid for works

NIB No. 27/2020-21

E-Bid are hereby invited for the works of as per enclosed scope of work 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:
Operation, Repair & maintenance of complete sewer system including sewer pipelines, manholes Repairs etc for free flow 24X7 on turnkey basis for One year and extendable up-to next two years including all labour, machineries, tool & tackles, transportation and material etc. required for the work in Malviya Nagar Zone(MNZ) of Municipal corporation Greater Jaipur.

Period of completion of physical works:
12 months

Bid Procedure:
Single-stage: Two Part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in

Bid Evaluation Criteria:
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 Greater 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: 12.02.2021, 16.00 hrs. onwards till 18.00 hrs. of 25.02.2021

Start date of online submission of bid:
18:00 Hrs. onwards on 15.02.2021

Manner, End Date for Online submission of Bids:
Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in)
End Date: 25.02.2021 (up to 18:00 Hrs.)

Date & Time of Technical Bid Opening:
Date: 26.02.2021, Time: 15:00 Hrs.

Date/Time/ Place of Financial Bid Opening:
Will be intimated later to the Technically qualified bidders

Bid Validity:
90 days from the bid submission deadline

Details of Work:

<table>
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<th>Sr.No.</th>
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<th>Estimated Cost (Rs. In Lacs.)</th>
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<th>NIT No.</th>
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<td>Operation, Repair &amp; maintenance of complete sewer system including sewer pipelines, manholes Repairs etc for free flow 24X7 on turnkey basis for One year and extendable up-to next two years including all labour, machineries, tool &amp; tackles, transportation and material etc. required for the work in Malviya Nagar Zone(MNZ) of Municipal corporation Greater Jaipur.</td>
<td>166.85</td>
<td>Applicable as per order of Finance department dated 23-12-2020 (from of bid securing declaration on Rs. 50/- stamp)</td>
<td>12 Month</td>
<td>27/2020-21</td>
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</table>

Note:
1. The interested bidder may be 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 (Malviya Nagar Zone) in working hours in Malviya Nagar Zone, Greater Jaipur Municipal Corporation office, Jaipur.

3. Each bid must be accompanied by Bid Security Applicable as per order of Finance department dated 23-12-2020 (from of bid securing declaration on Rs. 50/- stamp) in accordance with the provisions of "Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013" 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 @ 3% of the gross amount shall be deposited by successful bidder with in fifteen days after issuing of Letter of Acceptance in the form of RG/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 website 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 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 needs to be submitted should be duly filed

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 compiled 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 (Malviya Nagar Zone) 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.com

8. Earnest Money deposit as per NER is to be Paid only online in favor of commissioner Nagar Nigam Greater Jaipur at NNJ website www.jaipurmc.org.com (Deleted)

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 tainting 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 @ 1.50% 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 circumstances explained in Clause 10 above. (NA)

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.1,2 & 3 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 there to 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 there to, the latter shall prevail.

Provisions of PWF & AR shall be applicable.
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 (“bidders”/“tenderer” and “bid”/“tendered”, “bidding”/“tendering”, etc) are synonymous and day means calendar day. Singular means plural.

2.0 TYPE OF CONTRACT

2.1 It is proposed to invite bids in two envelopes in quoted rate and percentage Rate Format from bidders who fulfill the Post Qualification Criteria stipulated in the bid document.

3.0 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: e-proc@rajasthan.gov.in, Address: e-procurement cell, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur.

4.0 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 (NA) 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.

[Signature]
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.

g) The Bidder should not have been debarred or blacklisted at any place in India.

5.0 BID PER BIDDER

5.1 Each bidder can submit maximum 3 bids (3 Zone) either by himself or as a partner in a joint venture. A bidder who submits or participates in more than three bids for the particular Works will be disqualified. The limitation, however, will not apply in respect of bids which include specialist subcontractors or equipment Contractors who are used by more than one bidder.

6.0 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.

7.0 SITE VISIT

7.0 Bidder must visit the Malviya Nagar Zone Area 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 quoting the 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.

7.1 Indicative Data sheet for Sewer Related Works in Malviya Nagar Zone for only Assessment of Bid

<table>
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<th>Zone</th>
<th>Total No. of Ward</th>
<th>No. of Ward connected with sewer line</th>
<th>Approx length of sewer line</th>
<th>Total No. Manholes</th>
<th>Tentative Requirement of super sucker Machine in Zone per Month (Avg.)</th>
<th>Requirement of Jetting Machines per Month</th>
<th>Requirement Mud Pump per Month (Avg.)</th>
</tr>
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<tr>
<td>Malviya Nagar</td>
<td>26</td>
<td>26</td>
<td>380 km.</td>
<td>19800</td>
<td>5 days</td>
<td>2 no. Jetting Machines daily</td>
<td>4-5 days</td>
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</table>

8.0 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.

9.0 BID PRICES
9.1 Unless stated otherwise in the bidding documents, the contract shall be for the Operation & Maintenance of sewerage System at Malviya Nagar Zone (MNZ) 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.

10.0 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.

11.0 CURRENCIES OF BID AND PAYMENT
11.1 The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees.

12.0 BID VALIDITY
BIDS SHALL REMAIN VALID FOR A PERIOD OF 90 (NINETY) DAYS AFTER THE DATE OF SUBMISSION OF THE BID.

13.0 BID SECURITY
13.1 A Bid Security in favor of Commissioner Nagar Nigam Greater 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 (NA) 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.

[Signature]

अधिराजी अभियंता
मालवीय नगर
नग. जयपुर, जयपुर
14.0 PRE-BID MEETING: (DELETED)

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.

15.0 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

16.0 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 bided 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 NNGJ.

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 manufacturers & Contractors but only project specific information.

e) Bid document 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).

17.0 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.

18.0 LATE BIDS

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

19.0 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.
20.0 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 Greater 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 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.

21.0 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.

22.0 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.

23.0 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.
24.0 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.

25.0 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.

26.0 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 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 works and figures, the amount in works 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.

27.0 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.
28.0 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.

29.0 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.

30.0 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.

31.0 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;

(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.

32.0 COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

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,

32.2 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.

33.0 GRIEVANCE REDRESSAL DURING WORK PROCESS

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

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

SIGNATURE OF CONTRACTOR

Executive Engineer
Malviya Nagar Zone
Nagar Nigam Greater Jaipur
34.0 Bidding Forms

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.1</td>
<td>Technical Proposal Check List</td>
</tr>
<tr>
<td>34.2</td>
<td>Letter of Technical Bid</td>
</tr>
<tr>
<td>34.3</td>
<td>Power of Attorney</td>
</tr>
<tr>
<td>34.4</td>
<td>Joint Venture Agreement</td>
</tr>
<tr>
<td>34.5</td>
<td>Financial resources &amp; Capacity</td>
</tr>
<tr>
<td>34.6</td>
<td>Details of O &amp; M works completed by Bidders in last five years</td>
</tr>
<tr>
<td>34.7</td>
<td>Details of pending litigation or arbitration contracts</td>
</tr>
<tr>
<td>34.8</td>
<td>Details of the work completed and applicant’s performance during last 3 years</td>
</tr>
<tr>
<td>34.9</td>
<td>Works tendered for and to be completed as on the date of submission of application</td>
</tr>
</tbody>
</table>
35.0 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:

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

[Signature]

अधिशाषी अभियंता
मालबीश नगर
कार्यालय वेल्टर, जयपुर
36.0 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 90 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:

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
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(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: __________________________

[Signature]

[Name in Devanagari: अधिशाषी अधियन्ता
मानिय जागर
जागर निर्माण ब्रैड, जयपुर]
37.0 **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**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the All Partner</th>
<th>Signature of Partner with Seal</th>
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<tbody>
<tr>
<td>1.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.     Name and Designation of the person Authorized</td>
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<tr>
<td>5.     Attested Signature of the Authorized Representative</td>
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</tr>
</tbody>
</table>

**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

\[Signature\]

\[Signature\]

\[Signature\]
38.0: 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 Greater 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 NNGJ, 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 enactments 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: ASSIGNABILITY:

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: ____________________

अधिशामी अधिकारी
मालामी नगर
सन्दिग्ध शेला, वामुर
39.0 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.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial year</th>
<th>Working capital</th>
<th>Turnover</th>
<th>Gross income in Rs.</th>
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<tbody>
<tr>
<td>1.</td>
<td>2017-18</td>
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<td>2018-19</td>
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<td>3.</td>
<td>2019-20</td>
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</table>

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
**40.0 DETAILS OF O & M WORKS EXECUTION DURING LAST 5 YEARS**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of work (With agreement no. &amp; date)</th>
<th>Client</th>
<th>Place (District/ state)</th>
<th>Financial year</th>
<th>Total Executed Amount (in LACS)</th>
<th>Amount Executed for Sewer O&amp;M works (in LACS)</th>
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Note: The Certificate form Engineer - in - Charge in support of the above to be enclosed

Signature of bidder with seal of firm

[Handwritten signature]

अधिशासी अभियंता
पालकीय नगर
संग्राम हैदर, जपपुर
### 41.0 DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of work with agreement no. &amp; date</th>
<th>Client</th>
<th>Work Order amount (Rs. in Lac)</th>
<th>Disputed amount claimed in litigation/arbitration</th>
<th>Date of Raising Disputed Amount</th>
<th>Actual award amount, if the case is decided</th>
<th>Cause of litigation and matter in dispute</th>
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Signature of bidder with seal of firm

अविश्वासी अभिवंता
मालवीय नगर
नगर निगम बैंडा, जयपुर
## Schedule-III

### 42.0 DETAILS OF THE WORK COMPLETED AND APPLICANT’S PERFORMANCE DURING LAST 3 YEARS

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Work</th>
<th>Work executed</th>
<th>Place and state</th>
<th>Tendered Cost</th>
<th>Stipulated time of completion</th>
<th>Time in which completed</th>
<th>Date of completion</th>
<th>Reasons for delay</th>
<th>Principal features of works</th>
<th>Value of work done</th>
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</thead>
<tbody>
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<td>1</td>
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**Note:** The Certificate from Engineer-In-Charge in support of the above to be enclosed.

Signature of Bidder
### Schedule-IV

### 43.0 WORKS TENDERED FOR AND TO BE COMPLETED AS ON THE DATE OF SUBMISSION OF APPLICATION

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Work</th>
<th>Place and State</th>
<th>Works in Hand</th>
<th>Works tenders for</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Tendered cost (Rs. In Lacs)</td>
<td>Cost of works remaining to be executed</td>
<td>Stipulated period of completion</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
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</tbody>
</table>

### Signature of Bidder

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

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

[Signature]

अधिशासी अभियन्ता
मालवीय तिगढ़
कृत्तिम शेखावत अखबार
44.0 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 2 years O&M in last five years (2015-16 to 2019-20).

b) Bidder/lead JV partner should have their own machinery, maintenance Technical staff, all skilled staff and required infrastructure to handle a zone in city like Jaipur having population approximately 4 lacs and huge network of sewer line size varying 150 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. 2017-18 to 2019-20.

  • Performance bank guarantee equal to 3% 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.

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.
45.0 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.
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 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 Malviya Nagar Zone (MNZ) 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 & free flow the Malviya Nagar Zone (MNZ) of Jaipur city by maintaining all sewers line and man holes by mechanical means.

1.2 The sewer lines (both lateral & outfall) vary in size from 150 mm to 1200 mm. Precast RCC M-40 grade/stone masonry/RCC manholes of various sizes from internal dia 1.0 mtr. To 1.80 mtr, has been constructed in these zones.

1.3 The Malviya Nagar Zone (MNZ) of Jaipur city constitutes of 26 wards. The bidders must monitor maintenance programme both ward wise and zone wise.

1.4 Contractor is required to arrange everything required for O&M including supply of all tools, machineries 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/land line communication system with four Wheeler vehicle so that any citizen can lodge their complaint regarding sewerage problem. The contractor shall make proper arrangements to provide complaint number to complainer. The record of complaint and compliance should be maintained by the contractor.

1.6 The contractor should also collect any complaints registered on Nagar Nigam Greater helpline/ call centre zonal office, Rajasthan sampark portal, CM portal etc on daily basis and would rectify accordingly and update on the same portal. Hard copy of compliance report should be submitted at the zone to the concerned zonal officer.

1.7 The office should preferably be within the maintenance area of zone.

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 2 days (48 hours) and critical complaints within 4 days of lodging of complaint.
1.10 Searching of manholes and marking of them on road with Geotagging shall be done by the contractor after getting the contract and submit it to the Engineer-in-charge.

1.11 Excavation of BT/CC road, if manholes found below road shall be done by the contractor and after redressal of complaint, the contractor has to make the manhole in the existing road level. If any place sewer line blocked due to stone/concrete/jute or any other means in that conduction contractor is liable to remove the said obstruction by digging/making pit in safe manner to execute the work and restore the sewer line for free flow.

1.12 Patrolling of entire sewer line/manhole should be done regularly to detect any choked manhole/sewer line & rectify the defect within 48 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 of sewer line, pollution of water supply pipe line etc. These may cause serious health hazards. These complaints should be attended as soon as immediately

1.15 Penalty will be imposed if the disposal of sewer line/manhole overflow complaint is not done within the below stipulated time as under

For Overflowing complaint of sewer
0-48 hrs- No penalty
48-96 hrs- Rs 500 per complaint
Beyond 96 hrs- Rs 1000 per complaint per day

The disposal of such complaints should be such that the same complaint should not be repeated.

1.16 The contractor must repair man hole/sewer line damaged during maintenance.

1.17 If a illegal connection made by any house hold that should be reported by contractor to Nigam.

1.18 The manhole covers should be intact and replaced if damaged/stolen to replaced immediately. Any accident or mishap or litigation occurs due to absence of manhole cover, the contractor will bear all liabilities of accident and litigation.

1.19 The sludge/silt from sewer line/man hole after cleaning should not be left on road. If sludge/silt after cleaning of sewer system is found on the road beyond 2 days, then a Liquidity Damage(LD) of Rs 50 per manhole per day will be imposed on the contractor and in the condition of sludge being transported by the departmental vehicle then a penalty of Rs 500 per manhole per day will be imposed and will be deducted from the running bill of the contractor.

1.20 The contractor must have his own pikup/vehicles which transport garbage/sludge & it should be fully covered by plastic sheet to prevent bad odors and nuisance.

1.21 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 manhole to other. Temporary diversion shall be restored to original condition after completion of cleaning work.

1.22 The contractor has to maintain existing sewerage system and no excuse will be granted existing network system.

1.23 Flushing of Sewer System: - The O&M includes regular flushing of sewers & 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

1.24 After cleaning of the sewer, flow should always remain within the channel in the man hole.

1.25 The contractor has to inform about weekly activities in a format to the concerned officers.

1.26 The sewerage treatment plant is excluded from the scope of work.

1.27 Jetting machine, mud pump and any other machine if supplied by the Nigam then POL, driver and labour has to be supplied by the contractor to operate the machinery and maintenance for the machine and equipment shall be done by the contractor itself.

1.28 If supersucker is required / demanded by the contractor, in that condition rental charges if any of supersucker shall be paid by the contractor on prevailing rates of garage.
1.29 The location and weekly work schedule for jetting machine and other equipment should be prepared in a format and submitted to the concerned officers.

1.30 This O & M contract may be further mutually extendable for multiple of 12 months (01 year) maximum up to next two years with escalation payable at the rate of 5% per year after successful completion of work and submitted to the zone office.

1.31 The contractor is not allowed to alter or obstruct the existing sewage system during maintenance and not to disturb other public utility services like JVVNL, BSNL, PHED, JDA, NNJ etc. If existing public utilities get disturbed during the progress of the work then the same shall be restored on contractor’s own cost and any demand note if issued by such agencies, charges shall be paid by the contractor itself.

1.32 The Contractor has to ensure that there is always sufficient stock of 15 days of consumables in his own store.

1.33 The Contractor is required to submit weekly, fortnightly and monthly reports of all O&M works carried out by him to the zone office.

1.34 The contractor must make teams for routine cleaning and a separate Emergency team.

1.39 All necessary safety equipment like breathing mask with cylinder, PPE kit, helmet, gloves, spectacles, boots, torch lights, toxic gas detectors with hooter, reflective jackets, harness/safety belt etc to the workers and caution boards of work in progress must be provided by the contractor and follow all the safety norms prescribed by the government.

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 bound to follow 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 An affidavit regarding deposition of GPF, ESIC and other cess etc applicable on above O&M work shall be submitted with monthly running bill invoices by the contractor.

1.45 Verification of the work will be done by zonal CSI / SI and JEN and certify that work done as per specification, norms, proper utilization of departmental machines. Then bill of the work will be submitted to AEN (he will be responsible for checking of work done, LD and penalty and redressal of complaints). Accountant and AEN jointly propose for payment after checking according to BID document and conditions of contract. XEN and Zonal DC jointly will certify the payment.

1.46 A The Contractor shall submit the bills by 7th of every month. NNGJ will pay the amount within 15 working days upon submission of bills verified by the Zone DC and Zone Executive Engineer.

1.47 All machineries issued to the contractor for this O&M work shall be returned after completion of O&M work by the contractor in good working condition.

1.48 Geo-tagging of manhole cover after maintenance/repair/raising or lowering & new construction should be done and is to be ensured by contractor only.

1.49 All machines shall be on GPS tracking system for 24X7 Hours.

1.50 The office room will be provided by Nagar Nigam Greater Jaipur in Zone office campus

1.51 Replacement of manhole cover/raising the height of manhole shall be done by contractor and such manhole shall be initially verified by JEN/CSI with prior geotagging and photography and after that work shall be started for installation/replacement/raising of manhole cover. After completion of work contractor has to take photographs of the work done by him and both initial and final condition photographs shall be submitted with monthly bill. After 45 days no claim of any bill for the above work will be permissible by the NNGJ.

1.52 The manhole cover should be embraced with contractor name and zone like M/-------/MPZ/Year 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.

1.53 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.

46.0 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 Greater 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, labour and operator/driver of the machine will be arranged by contractor at their own cost. It is not binding on the Nagar Nigam Greater 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.
- The machinery available in Nagar Nigam, Jaipur is as under:-

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particular</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Vehicle mounted Jetting cum suction machine</td>
<td>01 Nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Vehicle mounted Jetting machine</td>
<td>01 Nos.</td>
</tr>
</tbody>
</table>

- 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 2016. Proof of same is to be produced in JMC.
- For each machine a demand draft (DD) or a BG of rupees 5 Lacs in favour of Commissioner Nagar Nigam Greater 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 Greater Jaipur, as applicable.
- For each machine a demand draft (DD) or a BG of rupees 3 Lacs in favour of Commissioner Nagar Nigam Greater 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 Greater Jaipur, as applicable.
- Rate quoted should be inclusive of GST/ESI/PF and all other duties and taxes.

47. General Obligation

47.1 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 Greater Jaipur requirement.
(c) Generation and maintenance of periodic reports.

47.2 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. All O&M should be carried out as per CPHEEO Manual 2013.

4. Quantity of items may be increase or decrease as per necessity of work.

48 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.

A monthly meting shall be organized by Zonal deputy commissioner and zone ex-en jointly with contractor to review the progress of work and resolve the issues if any.

48.1 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.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>No. of post</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervisor</td>
<td>1 (One)</td>
<td>3 Years</td>
</tr>
<tr>
<td>2</td>
<td>Jetting cum Suction Machine operator</td>
<td>2 (Two)</td>
<td>Skilled</td>
</tr>
<tr>
<td>3</td>
<td>Sewer Workers</td>
<td>06 (Six)</td>
<td>Skilled</td>
</tr>
<tr>
<td>4</td>
<td>Pickup/Jeep with Driver</td>
<td>1 (One)</td>
<td>Skilled</td>
</tr>
<tr>
<td>5</td>
<td>Computer Operator (Complaint Attendent &amp; Record Keeper)</td>
<td>1 (One)</td>
<td>Skilled</td>
</tr>
<tr>
<td>6</td>
<td>Office Boy</td>
<td>1 (One)</td>
<td>Skilled</td>
</tr>
<tr>
<td>7</td>
<td>Manhole Searching Machine With operator</td>
<td>2 (Two)</td>
<td>Skilled</td>
</tr>
<tr>
<td>8</td>
<td>Manhole Cleaning Machine to fulfill the Requirement of work and able</td>
<td>2 (Two)</td>
<td>Skilled</td>
</tr>
</tbody>
</table>
The contractor shall ensure that all labour welfare laws and regulations are being followed including weekly rest, rotation of duties etc.

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 contractors 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.

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

48.2 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 gasmasks, cloves, 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 emphasis 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 interval specially for new-comers.

The contractor shall provide Sign boards/ display boards indicating “Nagar Nigam Greater 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 concern 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/safely taps etc. so as to avoid inconvenience to the public.
48.2 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.

48.3 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.

48.4 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.

48.5 Arrangement for Traffic during Cleaning

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.

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 carriageway/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 carriageway) 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.

49.0 Termination of Contract

(a) Termination for Contractor Event of Default

Without prejudice to any other right or remedy which NNJ may have in respect thereof under this contract, upon the occurrence of Contractor Event of Default, the NNJ may, subject to the provisions of this contract, terminate this contract in the manner as set out under

(i) If NNJ decides to terminate this contract upon the occurrence of a Contractor Event of major Default, in the first instance, he shall issue preliminary notice to the Contractor. Within fifteen (15) days of receipt of preliminary notice, the Contractor shall submit to NNJ through the Competent Authority in sufficient detail, the manner in which he proposes to cure the
underlying Event of Default. In case of non-submission of the Contractor’s proposal to rectify within the said period of fifteen (15) days, NNJ shall be entitled to terminate this Contract by issuing termination notice and to appropriate Security Deposit and carry out the operations through a Successor Contractor or by Corporation at the risk and cost of the Contractor. If the total amount due to the Corporation exceeds any payment due to the Contractor, the difference shall be a debt payable to the Corporation.

(iii) A committee DC Zone, Executive Engineer Zone, Asst. Engineer Zone and CSi will decide the about termination of Contract.

(b) Withdrawal of Termination Notice
Notwithstanding anything inconsistent contained in this contract, if the contractor served with the termination Notice cures the underlying event of default to the satisfaction of NNJ at any time before the termination occurs, the termination notice shall be withdrawn by the NNJ which had issued the same.

50.0 Special Conditions of Contractor:-
1. Condition no. 14.0 of Pre-Bid meeting in the document is deleted.
2. JMC shall be read as Nagar Nigam Greater Jaipur.
4. The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India.
5. Any Dispute arises during operation and execution of work, The Courts at Jaipur shall have jurisdiction all over matters, arising out of relating to Agreement under this Contract.
7. NNGJ reserves the right to accept any bid, or reject any or all bids, without assigning any reason thereof and without incurring any liability, whatsoever in favor of the Bidder(s).

Signature of Contractor

[Signature]

Executive Engineer
Malviya Nagar Zone
Nagar Nigam, Greater Jaipur
Contract Forms

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1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Performance Security Declaration

अधिशापी अभियंता
मालवीय नगर
नगर निगम रेटेर, जयपुर
1. Letter of Acceptance

Letter of Acceptance
[on letter head paper of the Nagar Nigam Greater, 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 Greater, Jaipur

Designation: ....................................................................................................................
2. **Contract Agreement (Nagar Nigam, Greater Jaipur)**

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

**Contract Agreement**

THIS AGREEMENT made the ........ day of ................., ........., between the Governor of Rajasthan/ ....... /Nagar Nigam Greater, 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 Greater, 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 alongside 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) Scope of Work

   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 Greater, Jaipur (Commissioner, Nagar Nigam Greater, Jaipur

in the presence of in the presence of

Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

अध्यापक अनिवार्यता

संवादी नगर

मनोक निगम ग्रेटर, जयपुर

42
3. Performance Security

Performance Security

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

Beneficiary: .......... Commissioner, Nagar Nigam, Greater 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.

अधिशासी अभियान्ता
नागपूर नगर
देखने मगजन, जयपुर
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 ____________________________

[Signature]

अधिशासी अभियंता
मालवीय नगर
कार्य सिलाई सेटर, जयपुर
Name of work: Operation & maintenance of complete sewer system including sewer pipelines, manholes etc for free flow 24X7 on turnkey basis for One year and extendable upto next two years including all labour, machineries, tool & tackles, transportation and material etc. required for the work in Malviya Nagar Zone (MNZ) jaipur city.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars/Details</th>
<th>Quantity (months)</th>
<th>Unit (month)</th>
<th>Rate to be Quoted by Contractor (Rs. In Lacs)</th>
<th>Total Amount (Lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monitoring and Maintaining free flow of sewer system which includes cleaning &amp; 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 Malviya Nagar Zone (MNZ) of Jaipur city as per scope of work &amp; direction of engineer in-charge.</td>
<td>12</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Signature of Contractor with Address
OFFICE OF THE EXECUTIVE ENGINEER MALVIYA NAGAR ZONE
JAIPUR NAGAR NIGAM, GREATER JAIPUR

Name of work:- Operation, Repair & maintenance of complete sewer system including sewer & pipelines, manholes Repairs etc for free flow 24X7 on turnkey basis for one year and extendable up-to next two years including all labour, machineries, tool & tackles, transportation and material etc. required for the work in Malviya Nagar Zone(MNZ) of Municipal corporation Greater Jaipur.

G-Schedule

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earth work for Sewer line and Manhole in excavation in foundation, trenches manholes, road side chambers etc. including dressing of sides and ramming of bottoms, including getting out the excavated material, refilling after laying pipe/ foundation and disposal of surplus excavated material at a lead upto 50m suitable site as per direction of Engineer for following depths, below natural ground / Road top level including allowances for any additional excavation beyond the drawings (measurement for payment to be as per standard drawings), re-handling of material/earth to complete the task. In all types soils/ saturated soil such as moorum, sand, sandy silt, clay, black cotton soil, kankar, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Depth upto 1.5 m</td>
<td>75.00</td>
<td>Cum</td>
<td>197.00</td>
<td>14775.00</td>
</tr>
<tr>
<td>B</td>
<td>Add extra for over all depth of excavation above 1.5 m and upto 3.0m</td>
<td>20.00</td>
<td>Cum</td>
<td>14.00</td>
<td>280.00</td>
</tr>
<tr>
<td>C</td>
<td>Add extra for over all depth of excavation above 3.0 m and upto 4.5 m</td>
<td>20.00</td>
<td>Cum</td>
<td>31.50</td>
<td>630.00</td>
</tr>
<tr>
<td>2</td>
<td>Providing and fixing CLOSE timbering in trenches of sewer line and manholes including strutting, shoring and packing cavities (wherever required) complete. (Measurements to be taken of the face area timbered) for following depth below NGL. Depth upto 3.0 m</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Providing Barricading for Trenches using 80 - 100 mm dia Wooden Ballies as vertical post, atleast 1.5m above ground level and atleast 30-45 cm below ground level at a spacing of 3 m. Two rows of PVC Tape (preferabley red in colour) strip barricading horizontal strip securely tied by the vertical members. Vertical members shall be painted in red and white colour. Rate is inclusive removal and cleaning of site complete in all respect.</td>
<td>150.00</td>
<td>Mtr</td>
<td>76.50</td>
<td>11475.00</td>
</tr>
</tbody>
</table>

RUIDP SOR 2017
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cumulative Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Dismantling of flexible pavements for sewer line and manholes and disposal of dismantled materials up to a lead of 50 metres as directed by Engineer including allowances for any additional dismantling beyond the drawings (measurement for payment to be as per standard drawings), re-handling of material/earth to complete the task.</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>A</td>
<td>Bluminous courses</td>
<td>5.00</td>
<td>Mtr</td>
<td>356.00</td>
<td>1780.00</td>
</tr>
<tr>
<td>B</td>
<td>Granular courses</td>
<td>15.00</td>
<td>Mtr</td>
<td>247.00</td>
<td>3705.00</td>
</tr>
<tr>
<td>5</td>
<td>Dismantling of cement concrete pavement for sewer line and manholes by mechanical means using pneumatic tools, cutting the peripheral edge by CC cutter, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials up to a lead of 1000 metres including allowances for any additional dismantling beyond the drawings (measurement for payment to be as per standard drawings), rehandling of material/earth to complete the task.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.00</td>
<td>Cum</td>
<td>802.00</td>
<td>4010.00</td>
</tr>
<tr>
<td>6</td>
<td>Providing and laying in position cement concrete 1:3:6 (1 Cement : 1 graded stone aggregate 20 mm nominal size) in base course complete including all material, labour, machinery, lighting, guarding for road restoration under sewer line and manhole work including allowances for any additional road restoration beyond the drawings (measurement for payment to be as per standard drawings) to complete the task.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.00</td>
<td>Cum</td>
<td>4500.00</td>
<td>22500.00</td>
</tr>
<tr>
<td>7</td>
<td>Providing and laying in position cement concrete of specified grade over prepared base course complete including finishing, curing, all material, labour, machinery, lighting, guarding for road restoration under sewer line and manhole work including allowances for any additional road restoration beyond the drawings (measurement for payment to be as per standard drawings) to complete the task. 1:1½:3 (1 Cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size).</td>
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<td></td>
<td></td>
<td>8.00</td>
<td>Cum</td>
<td>5640.00</td>
<td>45120.00</td>
</tr>
<tr>
<td>8</td>
<td>Providing at site, lowering &amp; laying in trenches, aligning &amp; jointing of RCC pipes NP2 class (with s/s ends IS: 458 - 1988 (amended up to date) marked and manufactured through spun process at all levels with Rubber gaskets (EPDM/SBR) for sewer lines as per IS: 5382 (including cost of Rubber gaskets lubricants) as per drawing, sectional hydro testing of the sewer pipe line (including cost and conveyance of water to site for testing) etc., complete as directed by Engineer. Note: E/w to be measured and paid separately 200 mm internal diameter</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>41.00</td>
<td>Mtr</td>
<td>503.00</td>
<td>20623.00</td>
</tr>
<tr>
<td></td>
<td>Providing, lowering &amp; laying in trenches, aligning &amp; jointing of IS marked SW pipes (IS: 651:1980 amended up date) at all depths with rubber gaskets (EPDM/ SBR) for sewer lines and laying as per IS:4127:1983 (amended up to date) including cost of Rubber gaskets, lubricants and sectional hydro testing of the sewer pipe line (including the cost and conveyance of water to site for testing) complete in all respect as per specification and the directed of the Engineer. Note : E/w to be measured and paid separately.</td>
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<td></td>
</tr>
<tr>
<td>A</td>
<td>150 mm Nominal Dia</td>
<td>30.00</td>
<td>Mtr</td>
<td>437.00</td>
<td>13110.00</td>
</tr>
<tr>
<td>B</td>
<td>200 mm Nominal Dia</td>
<td>20.00</td>
<td>Mtr</td>
<td>693.00</td>
<td>13860.00</td>
</tr>
<tr>
<td></td>
<td>Providing and constructing of RR stone masonry circular manholes of &quot;Type-A&quot; with internal dia 0.90m and depth upto 1.65m having 300mm thick RR stone masonry wall in cement sand mortar 1:4, including concreting PCC M-10 grade (1:4:8) for 225mm thick foundation including curing compaction and form work etc complete, PCC M15 for benching and channel portion, RCC M20 for 200mm thick cover slab including reinforcement, PCC M20 for fixing the manhole frame and cover using stone aggregate 20mm nominal size, 20mm thick inside and outside plaster in C. M. 1:3, inside plaster finished with floating coat of neat cement, vata in CM1:1 around pipe entering and leaving the manhole and also at the junction of masonry and concrete slab, providing and fixing of SFRC foot steps of approved make at every 0.30m height fixed in CM 1:3, supplying and fixing heavy duty SFRC manhole frame and cover as per IS 12592 (Part I and II) having clear opening of 560mm, including refilling of Jhiri, including curing, watering, ramming, hydro testing of manhole, conveyance &amp; cost of water, and dewatering complete as directed by the Engineer. Note:- Excavation of earth work and road cutting for manhole will be measured and paid separately. Manhole &quot;Type-A&quot; of depth 0.90 m</td>
<td>10.00</td>
<td>Each</td>
<td>6430.00</td>
<td>125000.00</td>
</tr>
<tr>
<td></td>
<td>Providing and constructing extra depth of manhole &quot;Type A&quot; for depth beyond 0.90 m and upto 1.65 m with RR stone masonry including 20mm plaster inside and outside as per drawing and direction of Engineer.</td>
<td>7.00</td>
<td>Mtr</td>
<td>6430.00</td>
<td>45010.00</td>
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<tr>
<td>No.</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Rate</td>
<td>Amount</td>
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<tr>
<td>12</td>
<td>Providing, fixing and constructing of pre-cast RCC M-40 grade circular manholes with internal dia 1.2m and up to specified depth having pre-cast RCC M-40 grade circular manhole cover frame (ID 0.56m, OD 0.86m, height 0.20m), conical piece (top ID 0.56m, bottom ID 1.2m, vertical height 0.805m, wall thickness 125mm), and circular rings of required heights (ID 1.2m, height 150/300/600/900mm, wall thickness 125mm) below conical piece as per required depth of manhole and having steel reinforcement in all pieces of manhole @ not less than 80 kg per cum of concrete, including cast in-situ PCC M-10 grade (1:3:6) foundation of 1.825m dia and 150mm thickness, PCC M15 grade circular wall ID 1.125m, wall thickness 200mm, height equal to OD of sewer pipe +50mm, PCC M15 grade benching and channel portion and up to top level of sewer pipe etc complete with curing compaction and form work, supplying and fixing heavy duty SFRC manhole cover as per IS 12592 (Part I and II), supplying and fixing plastic encapsulated CI/MS foot steps, including cost of shuttering, steel reinforcement, testing for water tightness etc complete in all respect as per drawing, as per specification and the direction of the Engineer. Note:- Excavation of earth work and road cutting for manhole will be measured and paid separately. Pre-cast RCC M-40 grade circular manholes 1.255 m deep to invert with pre-cast manhole cover frame (height 0.20), conical piece (height 0.805), cast-in-situ PCC M-10 grade foundation, PCC M15 grade circular wall ID 1.125m, wall thickness 200mm height equal to OD of sewer pipe +50 mm, PCC M15 grade benching and channel portion.</td>
<td>30.00</td>
<td>Each</td>
<td>15300.00</td>
<td>459000.00</td>
</tr>
<tr>
<td>13</td>
<td>Providing and fixing pre-cast RCC M-40 grade circular ring of ID 1.2m, wall thickness 125mm, height 150/300/600/900mm for constructing extra depth of manhole for depth beyond 1.255m as per drawing.</td>
<td>10.00</td>
<td>Mtr</td>
<td>6910.00</td>
<td>69100.00</td>
</tr>
<tr>
<td>14</td>
<td>Providing and making connection to the manhole/ road side chamber/ property chamber by cutting hole in wall, making good the same with brick work/ stone masonry work in cement mortar 1:4, plaster in cement mortar 1:3, encasement of pipe at manhole with 75mm thick M15 grade concrete etc complete as directed by Engineer.</td>
<td>20.00</td>
<td>Each</td>
<td>707.00</td>
<td>14140.00</td>
</tr>
<tr>
<td>15</td>
<td>Raising circular manhole with circular cover 560mm dia and frame slab to required level including dismantling existing slab, taking out the existing CI frame &amp; cover of manhole and raising it upto ground/ road level, refixing of frame and cover in M15 (1:2:4) concrete all around the frame, including making good the damage, form work, curing, complete as directed by Engineer. (Brick work of raising depth of manhole to be paid separately)</td>
<td>450.00</td>
<td>Each</td>
<td>445.00</td>
<td>200250.00</td>
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<tr>
<td>Sr. No.</td>
<td>Description</td>
<td>Rate</td>
<td>Unit</td>
<td>Amount</td>
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<tr>
<td>16</td>
<td>Lowering of circular manhole with circular cover 600mm dia and frame slab to required level including dismantling existing slab and manhole wall, taking out the existing CI frame &amp; cover of manhole and lowering it upto ground road level, refixing of frame and cover in M15 (1:2:4) concrete all around the frame, including making good the damage, form work, curing, complete as directed by Engineer. (Dismantling of brick work depth of manhole to be paid separately)</td>
<td>10.00</td>
<td>Each</td>
<td>445.00</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>4450.00</td>
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<tr>
<td>17</td>
<td>Supplying &amp; fixing 560mm dia SFRC manhole frame &amp; cover as per IS : 12592-2002 in existing manholes including grouting the frame in PCC M-15 complete in all respect as directed by the Engineer. HD-20</td>
<td>300.00</td>
<td>Each</td>
<td>2400.00</td>
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<td>720000.00</td>
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<tr>
<td>18</td>
<td>Supplying &amp; fixing 560mm dia SFRC manhole frame &amp; cover as per IS : 12592-2002 in existing manholes including grouting the frame in PCC M-15 complete in all respect as directed by the Engineer. EHD-35</td>
<td>150.00</td>
<td>Each</td>
<td>2690.00</td>
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<td>403500.00</td>
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<tr>
<td>19</td>
<td>Supplying &amp; fixing 560mm dia SFRC manhole cover as per IS : 12592-2002 in existing manholes frame complete in all respect as directed by the Engineer. HD-20</td>
<td>100.00</td>
<td>Each</td>
<td>1270.00</td>
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<td>127000.00</td>
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<tr>
<td>20</td>
<td>Random rubble masonry with hard stone in foundation and plinth :Cement mortar 1:6 (1 cement : 6 coarse sand)</td>
<td>15.00</td>
<td>Cum</td>
<td>3190.00</td>
<td></td>
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<td></td>
<td></td>
<td>47850.00</td>
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<tr>
<td>21</td>
<td>Centring and shuttering with plywood or steel sheet upto two stories or height upto 7.5 metre above plinth level including strutting, propping etc. and removal of form for :Suspended floors, roofs, landings, balconies and access platform.</td>
<td>80.00</td>
<td>Sqm</td>
<td>287.00</td>
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<td></td>
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<td>22960.00</td>
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<tr>
<td>22</td>
<td>Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement - All work upto plinth level :1:1½:3 (1 cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size)</td>
<td>20.00</td>
<td>Cum</td>
<td>4960.00</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>99200.00</td>
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<tr>
<td>23</td>
<td>Reinforcement for R.C.C. work at all levels including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars.</td>
<td>1000.00</td>
<td>Kg</td>
<td>51.50</td>
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<td></td>
<td></td>
<td></td>
<td>51500.00</td>
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</tr>
</tbody>
</table>

**TOTAL Part-B** 2564578.00

I/We hereby accepted rates
Part A ...........................................(Rate to be quoted)

Part B .................................% above /below as per G-schedule

Signature of Contractor with full postal address

51
राजस्थान सरकार
स्थायी शासन निगम राज. जयपुर
d-3 तारापुर रोड, जयपुर, राजस्थान, 302011
tel: 0141-2222162, 0141-2244666, 0141-2222777; e-mail: rajasthan@gmail.com; web: www.rajasthan.gov.in
dिनांक: 24/11/2015

परिचय

विषय: - सीवर सफाई कार्य में मानवीय उपयोग नियम मानते हुए यह कार्य आदर्श नमूने एवं सुसंगत उपकरणों के साथ किये जाने तथा साफ़ हुआ मुख्य कैसेट के सम्बन्ध में आदेश करा-निर्देश।

तदर्थ: - निर्देशाभिहित दिनांक 14.10.2015, 30.08.2019 एवं पत्रक 31941 दिनांक 01.07.2020 सत्र को मुख्य निर्देशों के अनुसार लागू किए जाने हैं।

उपरोक्त निर्देशाभिहित सीवर सफाई के दौरान निर्धारित सफाई और अनुसूचा, अधिकार, बिजली, भूमि, निषेधित, नियमानुसार और मानक संवाद प्रविष्टियों के साथ संवाद देना और सीवर सफाई को सुनिश्चित किया जाना है।

अनुरक्त सफाई कार्य में काम करेंगी जुमे है।

आवश्यकता एवं शीर्ष कार्य मंत्रालय भारत सरकार द्वारा World Toilet Day (15th Nov. 2020) पर लगी राष्ट्रीय रेप्योर्ट और 'सफाई मिट स्वस्थ जीवन' का उपयोग करने वाले के साथ संवाद देना।

पूर्व में प्रदान निर्देशों की संरचना में निहत कोष में सीवर स्ऱ्यमेंट चालू है, को एक हेल्पलाइन समय (0811 क्लियर हेल्पलाइन) भारत किया जाना है, भारत सरकार के पत्रक D.O. No. 15/19/2020-SSM-1 दिनांक 11.02.2020 द्वारा निर्देशित प्रक्रम अनुसार भारत में आवेदन कर उपस्थितियों के लाई कॉड रेप्ले किया जाना है।

मानवीय पुरुषार्थी महादेश द्वारा महासभा महाकाव्य 02 अक्टूबर 2019 को साधन भावनाएँ समाजों में आवश्यक किया के सीवर सफाई कार्य में मानवीय उपयोग नियम मानते हुए आदर्श नमूने एवं सुसंगत उपकरणों के लिए पूर्व किया जाने देना। निर्देशक द्वारा प्रदान किया गया सभी निर्देश तथा सुझाव भारत सरकार द्वारा ब्रह्मचारिा है, जिनमें भारत सरकार द्वारा बनाए जा रहे हैं।

स्थायी निर्देश उभी निर्देशों को सांस्कृतिक व राजनीतिक तौर पर किया जाना है।

सीवर जीवन व्यवस्था निर्देशों को Responsible Sanitation Authority (RSA) और जीवन के उपकारी स्वास्थ्य सेवा के लिए सेवा सुनिश्चित किया जाना है।

सीवर जीवन व्यवस्था निर्देशों का जीवन जीवन सुनिश्चित किया जाना है।

अधिरावी अभियान

मानवीय अनुभाग

अधिरावी अभियान

संयोजक एवं ब्रह्मचारिा
सभी विकासों को तीर्थ लाईन समाधान एवं सेंट्रल टेक्नोlogy सेंटर की सहायता दे, जिससे आधुनिक एवं समाधान समाधान संगठनों को आग्रहकृत मिला जा सके।

साथ ही यह भी मेलेज दिया जाने कि तीर्थ लाईन में आवश्यक सुरक्षा उपकरणों एवं प्रतिष्ठित कार्यरतों के उपस्थिति नियम देखा जाए। कार्य हो, ही गनल तंबाकू कार्यक्रम [SOP] के अनुसार आवश्यक होने पर सकता कार्य करवाया जाए अनबाल कार्य गरीबों से हो सकता जाए।

सेंट्रल टेक्नोlogy सेंटर/सांवेदिक/दिवस को प्रदर्शण पक्षी की दृष्टि देखते हुए साथ वायदा की जाती है, जिसका लीक्सकेस नियमों में नहीं होता है। इस तरह के कार्य करने वाले भारतीयन/थानी का रोडट्राइलन समर्पित नियम द्वारा प्राथमिकता से रखिया जाना सुनिश्चित कर्तव्य किया जाये।

अनुपूर्व लाईन में सीधे लाईन से बंधा क्षेत्र हेतु FSSM तारीख अनुशासन जाने के निर्देश भारत सरकार द्वारा इस्तेमाल किए गए हैं, जिनके माध्यम से अनुसार लाईन हेतु 29 अनुपूर्व लाईन में FSSM हेतु आवश्यक कार्यरतों का जाना है। इस हेतु प्रवेश अनुपूर्व लाईन ले लेटरवर्ड हेतु Feasibility report/Concept note एवं तपासिन करना जानकार नियंत्रण को प्रस्तुत करवाया सुनिश्चित कराएं, जिससे FSSM की सीधी सक्रियता संबंधित हो सके।

सीधे लाईन में लंबे अधिकारियों/संगठनों की दृष्टि से वायदा कराया जाने हेतु दृष्टि नियमः अनुसार CMAAR के भाग्य के समय से दृष्टि दिखाया जाना चाहिए, जिस हेतु एक्सेस एवं एक्सी नियम द्वारा प्रति नियंत्रण को नियंत्रित किया जाये।

समाधान समाधान संगठनों के कार्य के निर्देश समाधान लाईन स्थापना कार्यक्रम एवं उद्घाटन समाधान (NSW&ROC) द्वारा सीसी गर्री/उपकरण का कार्य उनमें भी प्रदर्शन किया जाया है। इस हेतु नियंत्रण संबंधित कार्य करने वालों की सहायता समाधान में सहयोगी सुनिश्चित कर्तव्य की जा सकती है।

उपरोक्त के अतिरिक्त नियमों द्वारा निम्न-नियमों की सहायता से नियमतः स्थापित की जाये :-

(3) तीर्थ लाईन के प्रारंभ समाधान लाईनिकी:-

i. Prohibition of Employment as Manual Scavengers and their Rehabilitation Rules, 2013 के अनुसार जिनाओं की व्यक्तियों को तीर्थ लाईन के लिए तीर्थ में प्रवेश की अनुमति नहीं है।
ii. बिना सुरक्षा उपकरणों तथा अनुशासन कानूनों के तीर्थ समेत का कार्य नहीं करवाया जाना।
iii. सुरक्षा कार्य करार कर्मचारी एवं सुरक्षा उपकरणों के साथ लाईन पर दृष्टिगत रहे। समाधान का कार्य उनमें भी जाना जा सकता है।
iv. सुरक्षा संबंधी समय-समय सुरक्षा कार्यक्रम के पास सीसी लाईन की लाईन कार्यक्रम प्राप्त करने ही पूर्ण में उपलब्ध होना चाहिए।
v. स्वरूप उपचार सुरक्षा द्वारा सीसी लाईन के लिए प्रशिक्षण का निर्देशन करें, बैरिकेजिंग लाईन जाय।
vi. लाईन प्राथमिक करने से एक दाटों के लाईन कार्यक्रम के अनुसार-पहले की तीर्थ नागरिकों के लाईन ताकत जाहीर से वाहर निरंतर सरकै।
vii. समाधान हेतु उपयुक्त नागरिक प्राप्त के सी जाकर उसमें संचालन नियंत्रित हिस्से द्वारा प्रति सुरक्षा कार्यक्रम की देखभाल में किया जाया जाए।
viii. समाधान उपचार नागरिकों का अधिकतम तक से टाइम बंद किया जाना चाहिए।
ix. एक्सेस जीवन रहित होने की व्यवस्था में सुरक्षा कार्यक्रम ओम- ब्रेथिङ इंटर्यू, अलर्म सिस्टम, फाइरहोल्ड उपकरण की सीधी सक्रियता सुनिश्चित की जाए।
x. समाधान कार्य कार्य करने से पूरा करने वाले अनुशासन समाधानों पूरा नागरिकों ने उपयोग करने से पूरा अवकाश दिया। पारित एवं पूरा कार्य कार्यक्रम LPM, एवं पूरा कार्य कार्यक्रम, iv दृष्टि लाईन कर निरंतर नियमित किया जाया है जो ताकति स्थानीय नियमों से सहयोगी पालना सुनिश्चित करते।
(v) पंजीकृत संस्थाओं से कार्य कराने जा रहे पर, स्थानीय नियमों की निगमनशीली —

i. स्थानीय नियमों को पंजीकृत संस्थान द्वारा सीधे एवं सेकेंडरी टैंक की साफ़ी हेतु अनुसूची निरूपित करनी चाहिए, जिनके पता इस तरह के कार्य का अनुमान, आवश्यक मात्राओं एवं अनुसूची ज्ञातियों को उपलब्ध कराना होगा।

ii. पंजीकृत विद्यमानों की गृहीत पंजीकृत दोमेन/नियमों की देवसाइट पर उपलब्ध करानी चाहिए।

iii. सफाइ के कार्य हेतु सुपरवाइजर एवं प्रमुख भाषा साफ़ी पूर्ण रूप से उपलब्ध प्रतिष्ठित होने चाहिए। स्थानीय भाषा में आवश्यक जानकारी सुपरवाइजर एवं कर्मचारी को उपलब्ध करानी चाहिए।

iv. सुपरवाइजर के साथ नंदे सफाइपालियों के नाम, पता और आवश्यक सूचना होनी चाहिए।

v. सफाइ कर्मचारी/उपकरणों की सहायता नियमों की समस्या प्रभाव का स्थानीय भाषा में स्थानीय नियमों के तौर पर करने वाले जानकारी देने और सहायता करने वाले कर्मचारी को उपलब्ध करानी चाहिए।

vi. स्थानीय नियमों के अनुसार नियमों का निर्देशन रूप से चिन्हित जानकारी और निर्देशन देने वाली जानकारी हेतु उपलब्ध रहनी चाहिए।

vii. स्थानीय नियमों का अधिकार क्षेत्र में वलने पारी सफाइ भाषा को गृहीत और सेकेंडरी टैंक की साफ़ी का तात्पर्य सूचीत करता है, जिसका मूल्य देखने वाली को संबंधित करने के लिए उपलब्ध कराया जाएगा।

viii. स्थानीय नियमों का अधिकार क्षेत्र में वलने पारी सफाइ भाषा को गृहीत और सेकेंडरी टैंक की साफ़ी का तात्पर्य सूचीत करता है, जिसका मूल्य देखने वाली को संबंधित करने के लिए उपलब्ध कराया जाएगा।

ix. पंजीकृत कर्मचारी/देशसंगठन/नियमों का स्थानीय भाषा के लिए निर्देशन देने वाले कर्मचारी को तात्पर्य सूचीत करने के लिए स्थानीय नियमों की निगमनशीली होगी।

(vi) स्थानीय नियमों का अधिकार क्षेत्र में प्रचार रूप से शामिल होने पर —

i. प्रतिवेदन स्थानीय नियमों का अधिकार क्षेत्र में प्रचार करना हेतु कस्म के संस्थान एक सेवक/सुपरवाइजर के पता/पोस्ट करने पर एक से अधिक सुपरवाइजरों को नामित करें।

ii. सफाइ कर्मचारी के अधिकारिक सुपरवाइजरों का नाम पंजीकृत दोमेन/नियमों का देवसाइट पर उपलब्ध कराने एवं सुपरवाइजर का समानार्थ होने पर अन्य सुपरवाइजर की निम्नलिखित कर कस्म प्रमुख/प्रमुख कराना।

iii. स्थानीय नियमों का अधिकार क्षेत्र में उपलब्ध कराने एवं संभालने पर कार्य करने की अनुमति देने।

iv. सीटी कार्य के अधिकारिक निरीक्षण की अनुमति हेतु जानकारी की जानकारी हेतु उपलब्ध कराने पर एक से अधिक सुपरवाइजरों को नामित करें।

v. स्थानीय नियमों का अधिकार क्षेत्र में प्रचार करना हेतु निरीक्षण की जानकारी की जानकारी हेतु उपलब्ध कराने पर एक से अधिक सुपरवाइजरों को नामित करें।

vi. स्थानीय नियमों का अधिकार क्षेत्र में प्रचार करने हेतु एक complaint-redressal system/Helpdesk number निर्देशित करने एवं संभालने के लिए अनुमत करें।
vii. कोई भी व्यक्ति अपने घर के सेंट्रल टैंक की सलाह अप्रतिश्तित अभियंता से नहीं करते, केवल प्रतिशतित अभियंता ही सलाह दे सकते हैं। इसे सुनिश्चित करने हेतु स्वतंत्र निकाय प्राध्यापन अभियंता की अपेक्षा करें।
viii. प्रति निर्देश में Responsible Sanitation Authority (RSA) ने इसके आंकर Emergency Response Sanitation Unit (ERSU) की स्थापना की जाय तथा Sewer Entry Processional (SEPs) का चयन किया जायगा।

अतः सभी नगरीय निकायों से यह अंदाज़ा है कि उपरोक्त विश्वास शक्ति की कोशिश से पालना सुनिश्चित की जायेगी। उत्तर निर्देश RUIDP, RUDISCO एवं अन्य योजनाओं में शामिल किए जाएंगे।

संबंध — उपरोक्तानुसार।

(दिनांक 24/11/2020)

प्रतिशतित निर्देश एवं विशिष्ट सूचना

कमांड़—एक 55(Engg./CE/DLB/SBA/DSCR/2020/33466-38)

1. विश्वासः सहायक, गतिविद्या मंत्री महादेव, गतिविद्या विभाग एवं सावधान शासन विभाग, राजस्थान।
2. विदेश सहायक, रामभगत सर्किट, स्वयंवर शासन विभाग, राजस्थान, जयपुर।
3. विदेश निर्देश विभाग, वास्तविक निर्माण विभाग, राजस्थान, जयपुर।
4. विदेश एवं संयुक्त सर्किट, स्वयंवर निकाय, राजस्थान, जयपुर।
5. निर्देश निर्माण, नैसर्गिक संरचनाएँ/सावधान, नगर निगम/परिषद/पालिका, समस्त राजस्थान।
6. निर्माणी निर्माण, राजस्थान, जयपुर।
7. निर्माणी निर्माण, आर्थिक अन्वयों, जयपुर।
8. निर्माणी निर्माण, समस्त राजस्थान।
9. निर्माणी अभियंता, नगर निगम/परिषद/पालिका, समस्त राजस्थान।
10. विश्वासः निर्माण, नगर निगम/परिषद/पालिका, समस्त राजस्थान।
11. विश्वासः (सीजे), स्वयंवर निकाय विभाग, समस्त राजस्थान।
12. विश्वासः नगर अभियंता, अभियंता अभियंता/अभियंता अभियंता/अभियंता (समस्त) राजस्थान।
13. विश्वासः नगर अभियंता, राजस्थान।
14. सूचना प्रवर्तकी।
### Annex I

**Checklist for minimum constituents of the first-aid kit that shall be made readily available to the staffs employed in sewer cleaning at the site.**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Checklist</th>
<th>Minimum Constituents</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Small sterilized dressings</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Medium size sterilized dressings</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Large size sterilized dressings</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Large sterilized burn dressing</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bottle (20ml) containing a two percent alcoholic solution mixture</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Bottle (50ml) containing isovaleric</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Sterile bandages</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Bottle (30g) of potassium permanganate crystals</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Pair Scissors</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Copy of the first-aid booklet issued by the Directors General Factory</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Advice Service and Labour Institutes Government of India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Bottle Containing 100 tablets (each of Syng Ab sulfin)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Ointment for burns</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Bottle of soluble surgical antiseptic solution</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

### Annex II

**Checklist for Cleaning of Machinehole**

<table>
<thead>
<tr>
<th>Checklist</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Personal Safety Kit</strong></td>
<td></td>
</tr>
<tr>
<td>Helmet with headlight</td>
<td></td>
</tr>
<tr>
<td>Gum Boots</td>
<td></td>
</tr>
<tr>
<td>Waterproof Clothing</td>
<td></td>
</tr>
<tr>
<td>Gloves</td>
<td></td>
</tr>
<tr>
<td>Safety Belt</td>
<td></td>
</tr>
<tr>
<td>Oxygen Mask</td>
<td></td>
</tr>
<tr>
<td>Chemical Cartridge Mask</td>
<td></td>
</tr>
<tr>
<td>Oil</td>
<td></td>
</tr>
<tr>
<td>Soap</td>
<td></td>
</tr>
<tr>
<td>Towel</td>
<td></td>
</tr>
<tr>
<td>Oxygen Cylinder</td>
<td></td>
</tr>
<tr>
<td><strong>2. Gang Kit</strong></td>
<td></td>
</tr>
<tr>
<td>Barriade</td>
<td></td>
</tr>
<tr>
<td>Rope Ladder/Triped with Chain Policy</td>
<td></td>
</tr>
<tr>
<td>Silt Grabber</td>
<td></td>
</tr>
<tr>
<td>Chrome Flexible Steel Rod</td>
<td></td>
</tr>
<tr>
<td>Bucket with Rope</td>
<td></td>
</tr>
<tr>
<td>Spade with long handle</td>
<td></td>
</tr>
<tr>
<td>Crowbar</td>
<td></td>
</tr>
<tr>
<td>Trolley</td>
<td></td>
</tr>
<tr>
<td>First Aid Kit</td>
<td></td>
</tr>
<tr>
<td>Machinehole key Rod</td>
<td></td>
</tr>
</tbody>
</table>
### Annex - III

**Checklist for Cleaning of Machin-chok**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Protective gears and safety devices</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Personal Safety Kit</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Helmet with headlight</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Gasm Boots</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Waterproof Clothing</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Gloves</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Safety Belt</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Oxygen Mask</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Chemical Cartridge Mask</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Oil</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Soap</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Towel</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Oxygen Cylinder</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Gang Kit</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Barricade</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Rope Ladder/Triped with Chain Pulley</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Silt Grabber</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Chromo-flexible Steel Rod</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Bucket with Rope</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Spade with long handle</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Crowbar</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Trolley</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>First Aid Kit</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Machin-chok key Rod</td>
<td></td>
</tr>
</tbody>
</table>

### Annex - IV

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Protective gears and safety devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Air Compressor for Blowet</td>
</tr>
<tr>
<td>2</td>
<td>Pipeline breathing apparatus</td>
</tr>
<tr>
<td>3</td>
<td>Air line respirator with manually operated air blowet</td>
</tr>
<tr>
<td>4</td>
<td>Air Purifier gas mask/chim corrosion</td>
</tr>
<tr>
<td>5</td>
<td>Artificial respiration/respirator</td>
</tr>
<tr>
<td>6</td>
<td>Barrier cotton tape</td>
</tr>
<tr>
<td>7</td>
<td>Barricade</td>
</tr>
<tr>
<td>8</td>
<td>Caution Board</td>
</tr>
<tr>
<td>9</td>
<td>Chlorine mask</td>
</tr>
<tr>
<td>10</td>
<td>Emergency medical oxygen resuscitator kit</td>
</tr>
<tr>
<td>11</td>
<td>First aid box</td>
</tr>
<tr>
<td>12</td>
<td>Breathing apparatus</td>
</tr>
<tr>
<td>13</td>
<td>Gas Monitor (Gases)</td>
</tr>
<tr>
<td>14</td>
<td>Guide pipe set</td>
</tr>
<tr>
<td>15</td>
<td>Fishing water suit attached with boats</td>
</tr>
<tr>
<td>16</td>
<td>Head lamps</td>
</tr>
<tr>
<td>17</td>
<td>Helmet demolition</td>
</tr>
<tr>
<td>18</td>
<td>Helmet</td>
</tr>
<tr>
<td>19</td>
<td>Life guard pad</td>
</tr>
<tr>
<td>20</td>
<td>Modular air lines supply trolley system</td>
</tr>
<tr>
<td>21</td>
<td>Normal face mask</td>
</tr>
<tr>
<td>22</td>
<td>Nylon rope ladder-5m</td>
</tr>
<tr>
<td>23</td>
<td>Nylon safety belt</td>
</tr>
<tr>
<td>24</td>
<td>Pocket Book</td>
</tr>
<tr>
<td>25</td>
<td>Reflecting jacket</td>
</tr>
<tr>
<td>26</td>
<td>Safety body clothing</td>
</tr>
<tr>
<td>27</td>
<td>Safety belt</td>
</tr>
<tr>
<td>28</td>
<td>Safety harness</td>
</tr>
<tr>
<td>29</td>
<td>Safety goggles</td>
</tr>
<tr>
<td>30</td>
<td>Safety helmets</td>
</tr>
<tr>
<td>31</td>
<td>Search Light</td>
</tr>
<tr>
<td>32</td>
<td>Search Light</td>
</tr>
<tr>
<td>33</td>
<td>Search Light</td>
</tr>
</tbody>
</table>
Form of Bid-Securing Declaration

Date:
Bid No.:
Alternative No.:

To:


We, the undersigned, declare that:
We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:
(a) when we withdraw or modify our bid after opening of bids;
(b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
(c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
(d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
(e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:
(i) we are not the successful Bidder;
(ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
(iii) thirty days after the expiration of our Bid;
(iv) the cancellation of the procurement process; or
(v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed: ____________________________

Name: ______________________________
In the capacity of: ____________________

Duly authorized to sign the bid for and on behalf of:

Dated on __________ day of __________

Corporate Seal: ______________________

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]
राजस्थान सरकार
बिल (सामान्य वित्तीय एवं लेख नियम) विधेयक

क्रमांक : एप. 2(1)/बिल /बीसीएसटी-एसपीएफसी/2017
जयपुर, दिनांक : 23.12.2020

पूर्वधार

बिलिबंधन की अवधारणा क्रमांक एप. 2(1)/बिल /बीसीएसटी-एसपीएफसी/2017 दिनांक 18.12.2020 द्वारा कार्यक्रम समीक्षा, 2013 के नियम 42(2) में संरचना कराते हुए अन्तर्गत की जाने वाली गुणधर्मों शाखाओं के संबंध में दिनांक 31.12.2021 तक किए विड विकृतियों का विपरीत प्राप्त होना एवं इसके स्थान पर किए विड विकृतियों के संबंध में घोषणा प्रक्रिया (Declaration) प्राप्त करने का प्रावधान किया गया है।

पूँजी उपलब्ध नियमों में किए विड विकृतियों का स्थान पर किए विड विकृतियों के संबंध में घोषणा प्रक्रिया (Declaration) प्राप्त करने का विचार प्राचार्य किया गया है। अतः सरकार विधेयक द्वारा विकृतियों के संबंध में लितूँ जाने वाले घोषणा प्रक्रिया (Declaration) का मानक प्रावधान संलग्न संरचना है। राजस्थान सरकार अधिनियम, 1998 की तहत 3 संलग्न अनुमति के आधार पर अनुमति घोषणा प्रक्रिया (Declaration) पर 50/× रूपये राजस्थान विमोचन के अनुसार 30 प्रतिशत सरकारी दंड है। अतः सरकार विधेयक द्वारा निर्देशित किया जाता है कि किए विड विकृतियों के संबंध में युक्तियों की जाने वाले घोषणा प्रक्रिया (Declaration) पर उल्लेख नहीं किया जाएगा।

संकल्प— उपचारक निधात

(विनोबा बावड़ी पुरकी)
सदस्य बैठाना संधियाँ

प्रतिवेदित निधाताओं को पुर्यावधि एवं आदेशक कर्मचारी एवं अधिकारी नामों की हेतु प्रस्तुत है—

1. विषय प्रमाणित कर्मचारी / प्रमुख सचिव / सुप्रभाव / विनोबा बावड़ी / जयपुर
2. विषय प्रमाणित कर्मचारी / सुप्रभाव / विनोबा बावड़ी / जयपुर
3. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
4. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
5. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
6. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
7. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
8. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
9. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
10. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
11. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
12. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
13. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
14. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
15. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
16. विषय प्रमाणित कर्मचारी / सुप्रभाव / जयपुर
GENERAL ORLES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

The form of invitation to tender will state the work to be executed, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tenderer and the amount of the [xxx] Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of the tender by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorised Engineer during office hours.

2. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorising him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.

3. Receipts for payments, made on account of work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule C, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit separate tenders for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.

5. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contractors(s) or their authorised representatives who may be present at the time, and will announce and enter the names and amounts of all tenders in the Register of Opening of Tenders. (Form WP 36-A) In the event of the tender being acceptance is given, the earnest money deposited shall be given to the contractor who shall sign copies of the specifications and other documents mentioned in Rule 4 in the

In the case of the Board or the Executive Engineer, such as the Director, who signs the tenders, no receipts shall be given for earnest money deposited.
event of a tender being rejected, the Earnest Money forwarded with such unacceptable tenders shall be returned to the Contractor making the same.

6. The Chief Engineer or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.

7. The receipt of an Acceptance, Cancellation or any other official, not authorised to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorised Engineer.

8. The memorandum of work tendered for, memorandum of materials and cost of tools and plans to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorised Engineer before the tender form is issued.

9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer in-charge not to consider the tender, forfeit the amount of earnest money and/or deduct the contractor.

10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawings given to them.

Declaration

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

Any percentage rate tender containing item-wise rates, and any rate (rate containing percentage rate not below or above as in the schedule) rate, will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.

12. On acceptance of the tender, the name of the accredited representative of the Contractor (with a photograph and signature attached), who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated to the Engineer-in-Charge.

13. Sales tax or any other tax on materials or Income Tax in respect of the contract shall be governed by Clauses 36 A, B and C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act in force from time to time.

14. The tenderers who accept the work cannot be discharged as a Contractor or Contractors who meanwhile themselves, have tendered on work, may and shall have tendered the same work. To observe the strictest of the contract will render tenders of the contractors discharging a work as constituting the tender liable to summary rejection.
15. If on check, there are some discrepancies, the following procedure shall be followed:-

(i) When there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.

(ii) When the rate quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.

(iii) While quoting rates, if rates against any item or items are found to be omitted, the rate given in the Schedule 'O' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to account such item on 'O' Schedule rates.

(iv) In case where percentage is given but the 'above' or 'below' not stated, the tender will be non-responsive.

16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, thereunder, 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 violations by him of the provisions of the Act.

17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.

18. The site for execution of the work will be made available as soon as the work is awarded. In case it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be entertained. The Contractor may satisfy himself regarding site, acquisition of land, approach roads, etc.

19. The tender documents show clearly the specific terms and conditions on which tenders are required by the Government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and intitled. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.

20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational standing and working experience to execute the work of nature and magnitude.

21. The Chief Engineer or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written notice to do so, the Engineer-in-charge shall be at liberty to forfend the said earnest money absolutely.
22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Name and particular of the Sub-Division/Division, where work is being executed</th>
<th>Amount of work</th>
<th>Position of works in progress</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

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

24. All additions, deletions, corrections and over writings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.

25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.

26. If any contractor, who having submitted a tender does not execute the agreement or starts the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering, in addition to forfeiture of Earnest Money/Security Deposit [xxx] and other action under agreement.

27. The tender documents shall be issued to those contractors only having valid engagement as on the date of issue of documents.

28. (a) If a tenderer reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per relevant rules.

(b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per relevant rules.

29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

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1. Table with "Precedent Categories" for items: [xxx] Page 308 | Division: [xxx] Date: [xxx] Location: [xxx] | Item: [xxx]
Tender for works

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures)......% (as well as in words),...... percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule 1 in all respect in accordance with such conditions so far as applicable.

I/We have visited the site of work and am/plains fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/uselves about the conditions in regard to accessibility of site and quarries/fields, nature and the extent of ground, working conditions including stocking of materials, installation of tools & plant, conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum:

(a) General description of work............................................
(b) Estimated cost Rs....................................................
(c) Earnest money Rs.......@ 2% for enlisted contractors outside their area and 1% within their zone of enlistment.
(d) [xxx] Security Deposit

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

(ii) However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposit of full 10% as above. However, in case during execution of work the cost of work exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the running account bills.

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

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

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

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date

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

Dated the

__________ Engineer-in-charge

1. Deleted "or should I/We not furnish Performance Guarantee in India or in form of Bank Guarantee at the time of execution of agreement, as specified in the above memorandum in accordance with Clause 4 of the said Conditions of Contract" by Order No. F-2 (4903 Exp III/09 dated 25.11.2011 (Circular No. 12/2009) with immediate effect.
CONDITIONS OF CONTRACT

Clause 1: Security Deposit

The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

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

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

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

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet

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2. Deleted words "Performance Guarantee and/or" by Order No. F. 2(41/FD)/Exp.III/99 dated 23-3-2001 (Circular No. 12/2001), with immediate effect
the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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

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

Clause 2: Compensation for delay

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

<table>
<thead>
<tr>
<th>A. Time Span of full stipulated period</th>
<th>1/4th</th>
<th>1/2th</th>
<th>3/4th</th>
<th>Full</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(.....days)</td>
<td>(.....days)</td>
<td>(.....days)</td>
<td>(.....days)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Work to be completed in terms of money</th>
<th>1/8th</th>
<th>3/8th</th>
<th>3/4th</th>
<th>Full</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Rs......)</td>
<td>(Rs......)</td>
<td>(Rs......)</td>
<td>(Rs......)</td>
</tr>
</tbody>
</table>

1. Deleted words "Performance Guarantee" by Order No. F.2/4(1/7)/Exp. 2/0/04 dated 21.5.2004 (Circular No. 12/2001) with immediate effect.
(C) Compensation payable by the contractor for delay attributable to the stage of:

- Delay up to one fourth period of the prescribed time span - 2.5% of the work remained unexecuted.
- Delay exceeding one fourth period but not exceeding half of the prescribed time span - 5% of the work remained unexecuted.
- Delay exceeding half of the prescribed but not exceeding three fourths of the time span - 7.5% of the work remained unexecuted.
- Delay exceeding three fourths of the prescribed time span - 10% of the work remained unexecuted.

Note: In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

Following illustrations is given:

(i) First time span is of 6 months, delay is of 30 days which is split over as under:
- 5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor)

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

Total normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5* 15/30 = 1.25% over 30 days without any escalation by competent authority.

Note: The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10% of the total value of the work.

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

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

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

Clause 3: Risk & Cost Clause

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

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

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

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

(iv) If the Contractor commits any acts mentioned in Clause 19 hereof.

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

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

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

(c) After giving notice to the Contractor to measure up the work of the
contractor and to take such part thereof, as shall be unexecuted out of his hands
and to give it to another Contractor to complete, in which case any expenses
which may be incurred in excess of the sum which would have been paid to the
original Contractor, if the whole work had been executed by him (of the amount of which
excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive
shall be borne and paid by the original Contractor and may be deducted from any money
due to him by Government under this contract or on any other account, whatsoever,
or from his Earnest Money. Security Deposit, \[xxxx\] Enlistment Security or the

proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

Powers to take possession of, or require removal, sale of Contractor's Plant

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

Clause 5: Extension of Time

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

Clause 5 A : Monthly Return of Extra Claims

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

Clause 6 : Final Certificate

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

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

(delete whichever is not applicable). (Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other place.)

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

No payments shall be made for works estimated to cost less than Rupees twenty five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand, the contractor shall on submitting the bill therefor, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed; and shall not preclude the requiring of bad unsound and imperfect or unskilful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them in the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7 A: Time Limit for Payments of Final Bills

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

Clause 8: Bills to be submitted monthly

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

Clause 8A: Contractor to be given time to file objection to the Measurements recorded by the Department

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

1) Clause 8B: Recovery of cost of preparation of the Bill

In case of Contractors of Class "A" and "AA" do not submit the bill within time fixed, the Engineer-in-Charge may prepare the bill as per provision of clause 8 of the Conditions of Contract but deduction @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

Clause 9: Recovery of cost of preparation of the Bill

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

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

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) an authorisation in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever

possible, present his bill duly receipted and discharged through his Banker. Nothing, herein
contained, shall operate to create in favour of the Bank any rights vis-a-vis the Governor.

Clause 10 : Stores supplied by Government

If the specification or estimate of the work provides for the use of any special
description of material, to be supplied from Engineer-in-charge's stores, or if, it is required
that contractor shall use certain stores to be provided by the Engineer-in-charge specified in
the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and
shall be supplied such materials and stores as are, from time to time, required to be used by
him for the purpose of the contract only, and the value of the full quantity of materials and
stores, so supplied, at the rates specified in the said schedule or memorandum, may be set off
or which may be deducted from any sum, then due or thereafter become due, to the contractor
under the contract or otherwise or against or from the Performance Guarantee and/or Security
Deposit or the proceeds of sale, if the same is held in Government securities, the same or a
sufficient portion thereof being in this case, sold for this purpose. All materials supplied to
the Contractor, either from departmental stores or with the assistance of Government, shall
remain the absolute property of Government. The Contractor shall be the trustee of the
Stores/Materials, so supplied/procured, and these shall not, on any account, be removed from
the site of work and shall be, at times, open to inspection by the Engineer-in-charge. Any
such material, unused and in perfectly good condition at the time of completion or
determination or rescinding of the contract, shall be returned to the Divisional Officer's
Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such
notice, the contractor fails to return the materials, so required, he shall be liable to pay the
price of such materials in accordance with the provision of Clause 10 B ibid. But the
Contractor shall not be entitled to return any such materials, unless with such consent, and
shall have no claim for compensation on account of any such materials, so supplied to him as
aforesaid being unused by him, or for any wastage in or damage to any such materials. For
the stores returned by the Contractor, he shall be paid for, at the price originally charged
excluding storage charges, in case of materials supplied from departmental stores and actual
cost including freight, cartage, taxes etc., paid by the Contractor, in case of supplies received
with the assistance of Government, which, however, should in no case exceed market rate
prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as
to the price of the stores returned, keeping in view its condition etc., shall be final and
conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition
to throwing himself open to account for contravention of the terms of the license or permit
and/or for criminal breach of trust, pay to the Government all advantages or profits resulting,
or which in the usual course, would result to him by reason of such breach. Provided that the
Contractor shall, in no case be entitled to any compensation or damage on account of any
delay in supply, or non-supply thereof, all or any such materials and stores.

Clause 10 A : Rejection of materials procured by the Contractor

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

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

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

**Clause 10 C: Hire of Plant and Machinery**

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

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

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

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

**Clause 12**

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

(i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

(ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

(iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clauses (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.

(iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under the clause.

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

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

(a) For buildings, compound wall plinth level or 1.2 metres (4 ft) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.

(b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.

(c) For retaining walls, where floor levels is not determinate 1.2 metres above the average ground level or bed level.

(d) For roads, all items of excavation and filling including treatment of sub-base and sublevee work.
(e) For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.

(f) For open storm water drains, all items of work except lining of drains.

(g) Any other items of similar nature which Engineer-in-Charge may decide relating to foundation.

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

**Clause 12A**

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

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

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

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

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

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

If, it shall appear to the Chief Engineer or any authorised authority or the Engineer-in-
Charge or his subordinates in-charge of the work, or to the committee of retired
officers/officers appointed by the State Government for the purpose that any work has been
executed with unsound, imperfect or unskillful workmanship, or with material of any inferior
description, or that any materials or articles provided by him for the execution of the work are
unsound or of a quality inferior to that contracted, or otherwise not in accordance with
contract, the Contractor shall on demand in writing from the Engineer-in Charge, specifying
the work/materials or articles complained of, notwithstanding that the same may have been
inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work,
specified, in whole or in part, as the case may be, remove the materials or articles, so
specified, and provide other proper and suitable materials or articles, to his own cost and in
the event of his failing to do so, within a period to be specified by the Engineer-in Charge in
his demand, as aforesaid, then the Contractor shall be liable to pay compensation, at the rate
of one percent, on the tendered amount of work for every week not exceeding ten percent,
while his failure to do so shall continue, and in the case of any such failure, the Engineer-in
Charge may rectify or remove and re-execute the work or remove and replace with others, the
materials or articles complained of as the case may be, at the risk and expense, in all respects
of the contractor.

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

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

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

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

Clause 17: Contractor liable for damage done and for imperfections

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

Clause 18: Contractor to supply Plant, Ladders, Scaffolding etc.

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

Clause 19: Work not to be sub-let. Contract may be rescinded and Security Deposit and Performance Forfeited for sub-letting, bribing or if Contractor becomes insolvent.

The contract shall not be assigned or sublet without the written approval of the Chief Engineer, and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents, to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Chief Engineer may, thereupon, by notice, in writing, rescind the contract and the Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work theretofore, actually performed under the contract.

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

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

Clause 21: Changes in Constitution of firm

Where the Contractor is a partnership firm, the previous approval, in writing, of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensue as provided in the said clause 19.
Clause 22: Works to be under direction of Engineer-in-charge

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

Clause 23: Standing Committee for Settlement of Disputes

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

(i) Administrative Secretary concerned.
(ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary.
(iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
(iv) Chief Engineer-cum-Addl. Secretary of the concerned department.
(v) Chief Engineer concerned (Member - Secretary)

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

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

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

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim or proceeding, relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay and royalties, which may be payable in respect of any article or part thereof, included in the contract, in the event of any claims made under or action brought against Government. In respect of any such matters, as aforesaid, the Contractor shall be, immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise therefrom provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of

the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer-in-charge in this behalf.

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

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

Clause 25 : Lump-sums in estimates

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

Clause 26 : Action where no Specification

In case of any Class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 27 : Definition of work

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

Clause 27 A : Definition of Engineer-in-charge

The term “Engineer-in-charge” means the Divisional Officer, who shall supervise, and be in charge of the work, and who shall sign the contract on behalf of the Governor.
Clause 28:

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

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

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

Clause 29 A: Payments at part rates

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

Clause 30: Contractor’s percentage

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

Clause 31: Contractor to adhere to labour laws/regulation

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

[Note: All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act. Deductions of cess at source will be made as per provisions of the said Act, in force from time to time.]

Clause 32: Withdrawal of work from the Contractor

If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorata progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may, by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the contractor shall not be entitled

1. Added vide Circular No. 46/2010 dated 28.5.2010 and again substituted vide Circular No. 47/2010 dated 27.7.2010 for - “All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act.”
to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

Clause 33:

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

Clause 34: Protect works

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

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

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

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

Clause 36 A:

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

Clause 36 B:

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

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

Royalty or other tax on materials, issued in the process of fulfilling contract, payable to the Government under rules in force, will be paid by the Contractor himself.
Clause 36 D:

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

Clause 37: Refund of Performance Guarantee and Security Deposit:

The Performance Guarantee and/or Security Deposit will be refunded after the expiry of the period as prescribed below:-

(a) In case of contracts relating to hiring of trucks and other T & P transportation including loading, unloading of materials, the amount of Performance Guarantee/Security Deposit is refundable along with the final bill.

(b) Supplies of material: As per provisions of the G.F.& A.R.

(c) Ordinary repairs: 3 months after completion of the work provided the final bill has been paid.

(d) Original works/special repairs works: Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.

(e) In case of PWD original works/special repair works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.

Clause 38: Fair Wage Clause:

(a) The Contractor shall pay not less than fair wages/minimum wages to labourers engaged by him on the works as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement. Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948.

(b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers, immediately or directly employed on the work, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government from time to time in

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regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(c) Vis-a-Vis the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach thereof, shall be deemed to be breach of the contract.

Clause 39: Contractor to engage technical staff

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

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

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

Clause 39 A:

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

Clause 40: Safety Code

The Contractor shall follow the safety code of the Department.

Clause 41: Near Relatives barred from tendering

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

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

Clause 42 : Retired Gazetted Officers barred for 2 years

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

Clause 43 : Quality Control

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

Clause 43 A :

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

Clause 44 : Death of Contractor

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

1 Clause 45 : Price Variation Clause

If, during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered
amount minus cost of material supplied by the department), and where stipulated completion
period is more than [3 months] (both the conditions should be fulfilled), the price,

2. Substituted by Order No.F.2.4(4)/FD/PWF/AR/99 Part-II dated 24.10.2008 (Ctx. No.38/2008) for "6 months" wherever appearing in
said clause.
of any materials/bitumen/diesel and petrol/cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/labour/bitumen/diesel and petrol/cement/steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

"Increase or decrease in the cost of labour/material/diesel and petrol/cement/steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-"

(A) **Labour**

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

- **V_L** = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.
- **R** = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
- **I_{L0}** = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).
- **I_{L1}** = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).
- **P_L** = Percentage of labour components.

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

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

\[
V_M = 0.75 \times \frac{P_M}{100} \times \frac{(L_{M1} - L_{M0})}{R}
\]

- **V_M** = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for material.
- **R** = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

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L_M = The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).

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

P_M = Percentage of material components (excluding materials supplied by the Department).

(C) **Bitumen**

\[
V_b = 0.85 \times \frac{P_b}{100} \times \frac{(B_i - B_o)}{B_o}
\]

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

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

\( B_o \) = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

\( B_i \) = The official retail price of bitumen at IOC depot at nearest center for the 15th day of the month under consideration.

\( P_b \) = Percentage of bitumen component of the work.

(D) **Petroleum**

\[
V_r = 0.75 \times \frac{P_r}{100} \times \frac{(F_r - F_o)}{F_o}
\]

\( V_r \) = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for fuel and lubricants.

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

\( F_o \) = The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.

\( F_r \) = The average wholesale price index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

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

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

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

(E) **Cement**

\[
V_c = 0.75 \times \frac{P_c}{100} \times \frac{(L_{C1} - L_{C0})}{L_{C0}}
\]

\( V_C = \) Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of cement.

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

\( L_{CS} = \) The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).

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

\( P_C = \) Percentage of cement components (excluding cement supplied by the Department).

\[
(F) \quad \text{Steel} \quad P_S = \frac{(L_{SI} - L_{SO})}{L_{SO}} \times \frac{P_S}{100} \times R
\]

\( V_S = \) Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of steel.

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

\( L_{SO} = \) The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).

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

\( P_S = \) Percentage of steel components (excluding steel supplied by the Department).

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

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

\[
P = \frac{P_0}{100} \left( \frac{15 + 55}{MP_0} + \frac{W_0(D)}{15} + \frac{W_0}{W_0} \right)
\]

Where:

\( P = \) Price payable as adjusted in accordance with the above price variation formula.

\( P_0 = \) Price quoted/confirmed.

\( MP_0 = \) Wholesale Price Index Number for metal product as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin. Revised Index Number of Wholesale Prices (Base : 1981 - 82 = 100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.
\[ W_o = \text{All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.} \]

The above index number MPo & Wo are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.

\[ MP = \text{Wholesale Price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised Index Number of wholesale prices (Base: 1981-82=100). The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.} \]

\[ W_o(D) = \text{All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.} \]

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

**Note-1** The Wholesale Price Index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Clause, the final index figures shall apply.

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

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

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.

2. The breakup of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been pre-determined as below:

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labour</td>
<td>percent</td>
</tr>
<tr>
<td>Material</td>
<td>percent</td>
</tr>
<tr>
<td>Bitumen</td>
<td>percent</td>
</tr>
<tr>
<td>Diesel and Petrol</td>
<td>percent</td>
</tr>
<tr>
<td>Cement</td>
<td>percent</td>
</tr>
<tr>
<td>Steel</td>
<td>percent</td>
</tr>
</tbody>
</table>

   Total------------------------100%

3. While allowing price escalation the following shall be deducted from the value of work done (R):
   (a) Cost of material supplied by the Department.
   (b) Cost of services rendered as per Clause 34.
   (c) Secured Advance/any advance added earlier but deducted now after work is measured.
   (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.

4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction thereof, shall be taken into account.

5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book, shall be the criterion.

6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.

7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.

8. If during the progress in respect of contract works stipulated to cost `[Rs.50 lacs] or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 100 lac and completion period is more than [6 months] then

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escalation would be payable only in respect of value of work in excess over \([\text{Rs.50 lacs.}]\) from the date of satisfying both the conditions.

9. Where originally stipulated period is \([6 \text{ months}]\) or less but actual period of execution exceeds beyond \([6 \text{ months}]\) on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than \([\text{Rs.50 lacs.}]\).

10. In case the contractor does not make prorata progress in the first or another time span and the shortfall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.

11. No claims for price adjustment other than those provided herein, shall be entertained.

12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceed more than \([\text{Rs.50 lacs.}]\) no escalation is admissible.

13. Similarly, if cost of works increases more than \([\text{Rs.50 lacs.}]\) but completion period including extended period attributable to government is less than \([6 \text{ months}]\) no escalation is admissible.

14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of prior publication of indices by the RBI.

15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.

16. In case at the time of executing agreement, both the conditions (completion period \([6 \text{ months}]\) and amount of work \([\text{Rs.50 lacs.}]\) for admissibility of price escalation are not fulfilled and subsequent due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond \([\text{Rs.50 lacs.}]\) and in period of work beyond \([6 \text{ months}]\).

17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

**Clause 46: Force Majeure**

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

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Clause 47 : General Discrepancies and Errors

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the Department in the “G” Schedule, the rates as given in the Basic Schedule of Rates of the Department for the area shall be taken as correct.

Clause 48 : Post payment Audit & Technical Examination

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

Clause 48 A : Pre Check or Post Check of Bills

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

Clause 48 B : Check Measurements

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

Clause 49 : Dismantled Materials

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government, as per directions of the Engineer-in-charge.
Clause 50: Recovery from Contractors

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

The department shall, further, have the right to effect such recoveries under Public Demands Recovery Act.

Clause 51: Jurisdiction of Court

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

Schedule of Materials to be supplied by the Department, if available
(Referred to in Clause 10)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Quantity</th>
<th>Rates</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit</td>
<td>Rupees</td>
</tr>
</tbody>
</table>

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

The following Machinery/T & P shall be supplied by the Department, if available, to the Contractor, on hire as per "Rules of the Department for supply for machinery and T & P to the Contractors on hire"
(Referred to in Clause 10 C)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Rate</th>
<th>Place of Delivery</th>
<th>and Return</th>
</tr>
</thead>
</table>

131
Progress Statement referred to in Clause 2 of Conditions of Contract

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Date from which the work should be commenced</th>
<th>Date by which the work should be completed</th>
<th>Monthly rate of Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Contractor has been informed that his tender has been accepted

Dated Signature of Engineer-in-charge                                           Dated signature of Contractor

Notes: -- For Filling in the Progress Statement Form

1. Columns 2, 3, and 4 must be initialled and dated by the Contractor

2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised Engineer also.

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

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

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

6. The Certificate as to intimation of acceptance of tender printed at the foot of the form must be signed and dated both by the Chief Engineer or other duly authorised Engineer and the Contractor.
ANNEXURE TO APPENDIX XI
RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

1. **Short title:** These regulations may be called "The Rajasthan Public Works Department Contractor's Labour Regulations."

2. **Definition:** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively. That is to say:-

   (i) "Labour" means workers employed by a Rajasthan P.W. Department contractor directly, or indirectly through a sub-contractor or other person or by an agent on his behalf.

   (ii) "Fair Wage" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.

   (iii) "Contractor" shall include every person whether sub-contractor or headmen or Agent employing labour on the work taken on contract.

   (iv) "Wages" shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.

3. **Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and inconspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of work for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.

4. **Payment of Wages:**

   (i) Wages due to every worker shall be paid to him direct.

   (ii) All wages shall be paid in current coin or currency or in both.

5. **Fixation of wage periods:**

   (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.

   (ii) No wage period shall exceed one month.

   (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
(iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.

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

6. Wage Book and Wage Slips etc.:

(i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars:

(a) Rate of daily or monthly wages.
(b) Nature of work on which employed.
(c) Total number of days worked during each wage period.
(d) Total amount payable for the work during each wage period.
(e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
(f) Wages actually paid for each wage period.

(ii) The contractor shall also maintain a wage slip for each worker employed on the work.

(iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wage slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

7. Fines and deductions which may be made from wages:

(i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following:

(a) Fines.
(b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
(c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
(i-a) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause (b) above.

(ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.
(iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.

(iv) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. **Register of fines etc.:** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.

The Contractor shall maintain both in English and local Indian Language, a list approved by the Labour Commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.

9. **Preservation of Register:** The wage register, the wage card and the register of fines deductions required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.

10. **Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.

11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized as aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a view to enquiring if the contractors bill be made and the wage and other dues be paid to the labour concerned. In case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.

12. **Appeal against the decision of Labour Welfare Officers:** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorised, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.

12-A. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.

13. **Inspection of Wage Books and Slips:** The Contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or
to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.

14. **Submission of Returns**: The Contractor shall submit periodical returns, as may be specified from time to time.

15. **Amendments**: The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorised by the State Government in that behalf, shall be final.
SCHEDULE OF FAIR WAGE TO BE GIVEN
BY EXECUTIVE ENGINEER

LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

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

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rates which the materials will be charged to the contractor</th>
<th>Place of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit</td>
<td>Rs.</td>
</tr>
<tr>
<td>Doors, with Chowkhat</td>
<td>-----</td>
<td>do</td>
</tr>
<tr>
<td>----- do</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>Windows with Chowkhat</td>
<td>-----</td>
<td>do</td>
</tr>
<tr>
<td>----- do</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>Steel Shapes</td>
<td>-----</td>
<td>do</td>
</tr>
<tr>
<td>----- do</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>Bars Mild Steel Sheets plain, G.I.</td>
<td>-----</td>
<td>do</td>
</tr>
<tr>
<td>----- do</td>
<td>Corrugated G.I. etting, Wire</td>
<td></td>
</tr>
<tr>
<td>Belts Tower</td>
<td>-----</td>
<td>do</td>
</tr>
<tr>
<td>Locks, Mortice</td>
<td>-----</td>
<td>do</td>
</tr>
<tr>
<td>----- do</td>
<td>Rim</td>
<td></td>
</tr>
<tr>
<td>Hinges, Butt</td>
<td>-----</td>
<td>do</td>
</tr>
<tr>
<td>----- Hinges, Spring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement, Portland</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(Signature of Contractor)  (Signature of Engineer)
### Progress Statement referred to in Clause 3 of Conditions of Contract

<table>
<thead>
<tr>
<th>Name of Works</th>
<th>Date from which the work should be commenced</th>
<th>Date by which the work should be completed</th>
<th>Monthly rate of progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Date: ___________________________ Date: ___________________________

Engineer-in-charge Contractor

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**NOTES FOR FILLING IN THE PROGRESS STATEMENT FORM ON THE LAST PAGE**

1. Columns 2, 3 and 4 must be initialled and dated by the contractor.
2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor, specified in line 3, clause 2, page 3 of the "conditions of contract".
4. The date in column 3 must correspond to the period stated in clause (f) page 2, of the tender.
5. Column 4. This will ordinarily be worked out proportionately: thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
6. The certificate as to intimation acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorised Engineer and the contractor.
APPENDIX XII
(See Rules 636 and 637)

Detailed procedure to be followed by the P.W. Divisions (within the Jurisdiction of the same Accountant General, for the settlement of Inter-divisional transactions by Cheques/Bank Drafts. (The forms mentioned below are those appended to this Appendix)

I - Originating Debits: (In force upto ....................)

(1) Action in the Division in which the transaction takes place:

All transactions relating to services rendered or supplies made by the Division, should be classified under the Head "8658-Suspense Account-Cash Settlement Suspense Account". These transactions, when they take place (at the end of the month in the case of Stock transactions), should be posted in a "Division wise Register of Transactions Adjusted" under the Head "Cash Settlement Suspense Account" in Form-1. On closing the monthly accounts of the Division, a copy of Part I of Form I (which will have inter-leaved perforated copies to be posted by carbon process) should be sent to the Division concerned supported by all relevant vouchers (except those for work done see Rule 642 (b)) and the receipt of the Cheque/Bank Draft should be watched through the Register referred to above. The Cheque/Bank Draft, when received, should be entered on the receipt side of the cash book of the Division, the entry being classified as Minus Debit to the Head "Cash Settlement Suspense Account" thus clearing the original debit under this head and deposited into Treasuries. In the Divisional Cash Book the remittance of Cheque/Bank Draft into the Treasury will be charged off as a Debit under "P.W. Remittances-I-Remittances into Treasuries."

(2) Action in the responding Division:

Immediately on receipt of the copy of Form I from the originating Division, the responding Division should check that the connected vouchers (except those for work done) have been duly received. The same should, then, be entered in the "Register of Claims Received" in Form 3 and urgent arrangement made to obtain and send the Cheque or Bank Draft with a distinct marking "Payment by Book Adjustment only" along with a forwarding letter in Form 4. On the cheque being issued, the entry will appear on the payment side of the Divisional Cash Book as Debit to the Head "8658-Suspense Accounts-Material Purchase Settlement Suspense Account" (in the case of stores received), thus clearing the original Minus Debit afforded to this head on receipt of the stores by debit to "Stock" or "work" concerned, as the case may be.

It should be ensured that the dispatch of the Cheque/Bank Draft is not delayed beyond ten days of the receipt of the account. For this purpose, the Divisional Officer should arrange to have the detailed verification of the claim completed well within this period. In order to ensure smooth working all around, the Cheque/Bank Draft should always be for the full amount claimed by the Division. In case where some mistake in calculation etc. is detected in the course of check of the Account or an item clearly pertaining to another Division has been wrongly included in the Account, the Cheque/Bank Draft should be sent for the full amount and the discrepancies should be
simultaneously pointed out to the originating Division. Such items should be redebited to the Division concerned by including them in the next monthly account to be sent to the latter along with the supporting vouchers, if any.

Note-1 In cases where payments are to be made at a treasury with which the Division is not in account, the settlement should be made by Bank Draft.

Note-2 Since the facility of cash settlement will be available to both the parties to a transaction, the Divisional Officer, to whom the supplies are made or on whose behalf the services are rendered, will make payments only on receipt of a claim from the other Division. In other words, the Divisional Officers will not be responsible for the settlement of both outward and inward claims (i.e. net amount of credit and debit transactions).

(3) Clearance of the balance under Cash Settlement Suspense Account:

The transactions under this "Suspense" Head should be abstracted in part II of the Division-wise Register (Form 1) and the figures of monthly debits and credits agreed with those shown in the Monthly Account. At the close of the year, there should normally be no balance under this "Suspense" head. With this object in view, a vigilant watch should be kept over the outstanding towards the close of the year and steps taken to have such transactions settled by the 31st March. The Register should be reviewed by the Divisional Officer monthly with a view to see that the settlements are not unduly delayed.

In order to ensure that the outstanding at the close of the year are reduced to the minimum, the transactions occurring in March may be settled in stages as indicated below:

| (a) Transactions taking place during the period from 1st to 15th March. | Claims to be preferred before 20th March. |
| (b) Transactions taking place during the period from 16th to 23rd March. | Claims to be preferred before 25th March. |

Note: Though the stock accounts are normally closed at the end of the month, the Abstracts of stock Receipts and Issues may be prepared and closed in stages, so as to ensure that the stock transactions pertaining to March are also settled in stages as indicated above.

(4) Review of Registers:

The Division-wise Register of transactions adjusted under the head "Cash Settlement Suspense Account" and the Register of claim Received, should be submitted to the Divisional Officer monthly to enable him to see that:

(a) The Registers are properly maintained.
(b) There are no inward claims outstanding for more than 10 days without sufficient reasons; and
(c) Prompt action is taken by the office to send the outward claims.
II. Settlement of Inter-Divisional transactions Consequent on Advance payments by Cheque/Bank Drafts by Indenting Divisions
(See Rule 637)

With effect from.........all inter-divisional transactions on account of stores supplied, services rendered or works executed, the system of advance payment by the Indenting Division will be followed subject to the observance of the following procedure:

(1) The Divisions which want the stores supplied, services to be rendered or works to be executed, after obtaining the proforma invoice for supply of stores/rendering of services, etc. will be required to make advance payment. The expenditure will be debited by the said Division under a new Sub-Head "Stores/Services Advance" under the Minor Head "Suspense" or Sub-Head "Works" below Revenue or Capital Major Heads concerned by notionally reducing the budget provision to the extent of advance payment. Such advance payments made to other Divisions will not be mixed up with advance payments to the Contractors/Suppliers.

(2) Supplying Division, on receipt of the Cheque/Bank Draft, should Minus Debit the same under a new sub-head "Stores/Services Rendered", under the same Minor Head "999. Suspense" below the relevant Major Head "2059-Public Works", or "2215-Water Supply and Sanitation", or "2701-Major and Medium Irrigation", "3054-Roads & Bridges" etc., as the case may be. After actual delivery of the Stores or completion of work, Sub-Head "Stores/Services Rendered" will be debited by credit to Stock or the other head concerned, as the case may be. Excess deposit, if any, will be refunded, before the close of the financial year.

(3) The invoice-cum-bill, received from the Supplying Division, should be adjusted in the same month by the Indenting Division debiting the value of the bill to "Stock" or "Works", as the case may be, with a corresponding Minus Debit to Sub-Head "Stores/Services Advance" under the head of account to which the same stands debited originally, thus clearing that Sub-Head to that extent.

(4) Since advance payment, contemplated above, will have no separate Budget provision, it should be ensured by Divisions involved that such transactions are settled within the same financial year.

(5) By application of this accounting procedure, the operation of Suspense Heads "Cash Settlement Suspense Account" and "Material Purchase Settlement Suspense Account" will be dispensed with.

(6) Accounting Procedure for clearance of old balances under "Material Purchase Settlement Suspense Account", and "Cash Settlement Suspense Account" as on 31.3.1997 will remain unchanged.

(Authority Para 4 B of F. 184(4)92/TA/237 dated 16-3-93, followed by O.M.No. 18(4)92/TA/169 dated 23-3-94 from the Controller General of Accounts, Department of Expenditure, Ministry of Finance, Government of India).

III - Originating Credits

(1) Action in the originating Divisions : All transactions involving payments on account of cash recoveries etc. made by one Division on behalf of another Division will be accounted for initially under the Head "P.W. Deposits-Miscellaneous Deposits,"
pending settlement in cash. The details of such transactions will be simultaneously posted in a register (Form-2). At the end of the month, a Cheque/Bank Draft will be drawn for the amount due and sent to Division concerned along with a copy of Form 2, which will have interleaved perforated copies to be posted by carbon process. On the cheque being issued, the entry will appear on the payment side of the Divisional Cash Book as debit to "P.W. Deposits", thus clearing the original credit to this head.

(2) Action in the Responding Division : The Cheque/Bank Draft, when received in a Division, will be credited to the appropriated Head/Work in the Divisional Cash Book and sent to the treasury for making necessary adjustments on the lines indicated in paragraph 1 (1) above.

Form No. 1
(Referred to in Rule 1 (1))

Division-wise Register of transactions adjusted under the Head "Cash Settlement Account"

PART-I - DETAILS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Reference to Stock Account Vouchers/Transfer Entry Order</th>
<th>particulars of transaction</th>
<th>Value of stores issued or services rendered</th>
<th>Date of Receipt of payment &amp; number &amp; date of cheque received</th>
<th>Remarks (including indication of the Voucher sent in support of the debit)</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>1</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Balance B.F.

Total value of stores issued or services rendered.

Total Debit

@ less credit received during the month

@ Here give reference to the number and date of cheque

Closing Balance

No. ____________ Date ______________

Copy alongwith _________________ vouchers forwarded to the Executive Engineer _________________ Division. A sum of Rs. _______________ (as detailed above) is due from him on account of stores issued or services rendered to his Division during and to end of _________19______. He is requested to send within ten days of receipt of this claim/Cheque/Bank Draft for the total amount drawn in favour of the undersigned.

Executive Engineer __________________ Division
### Part - II

**Abstract Account of Debits, Credits and Balances outstanding under the Head**

"Cash settlement Suspense Account"

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of Division</th>
<th>Opening Balance</th>
<th>April Debits</th>
<th>April Credits</th>
<th>Closing Balance</th>
<th>And so on for the remaining months of the year</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tr>
</tbody>
</table>

---

Total: ..........................................................

Certified that the figures of total debits and credits have been reconciled with the Monthly Account.

Division Accountant

---

**FORM NO. 2**

*(Referred to in Rule No. 11 (1))*

Division-wise Register of Cash recoveries etc. made on behalf of other Divisions.

Name of Division: .............................................

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars of transaction</th>
<th>Amount</th>
<th>Authority</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

---

Copy forwarded to the Executive Engineer.......Division with the remarks that a sum of Rs.......as per details given above, is due to him on account of cash recoveries etc. made in this Division on his behalf. A Cheque/ Bank Draft No. _______ dated _______ for Rs _______ (in figures) Rupees _______ (in words) is sent herewith in settlement of his account. The receipt of Cheque/Bank Draft may please by acknowledge.

Executive Engineer.

....................Division.

---

Enclosure: Cheque/Bank Draft. No. ____________________
Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

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

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

Declaration by the Bidder

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

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

Date: .................................. Signature of bidder
Place: .................................. Name :
.................................. Designation:
.................................. Address:

Doc1
Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ______________________

The designation and address of the Second Appellate Authority is ______________________

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lie in certain cases

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

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc1
(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

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

(b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,—

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
FORM No. 1

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

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

1. Particulars of appellant:
   (i) Name of the appellant:

   (ii) Official address, if any:

   (iii) Residential address:

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

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

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

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

6. Grounds of appeal:

   .......................................................................................................................... ..........................................................
   ..........................................................................................................................
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   ..........................................................................................................................
   .......................................................... (Supported by an affidavit)

7. Prayer:

   ..........................................................................................................................
   ..........................................................................................................................
   ..........................................................................................................................

   ..........

Place ..........................................................
Date ..........................................................
Appellant's Signature
Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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

Clause 1: Fair Wage Clause

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

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

(b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) Vis-à-Vis the Municipal Corporation Jaipur, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his subcontractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

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

(a) For works costing Rs. 100 lac and above- One Graduate Engineer.

(b) For works costing between Rs. 50 lac to Rs. 100 lac- One qualified diploma holder having experience of not less than 3 years.

(c) For works costing between Rs. 15 lac and Rs. 50 lac- One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.
Clause 3:
The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 4: Safety Code
The Contractor shall follow the safety code of electricity Strictly.

Clause 5:
**Near Relatives barred from tendering**
The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared in valid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

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

Clause 6: Retired Gazetted Officers barred for 2 years
No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before, submission of the tender or engagement in the contractor's service, as the case may be.

Clause 7: Quality Control
The Municipal Corporation Jaipur shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests and shall bear the cost of all tests.

Clause 8:
The work (whether full constructed or not) and all materials, machines, tools and plant, scaffolding,
temporary buildings and other things connected therewith, shall be at the risk of the contractor until
the work has been delivered to the Engineer- in -charge, and a certificate from him, to the effect,
obtained.

Clause 9: Death of Contractor

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

Clause 10 : Force Majeure

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

Clause 11: General Discrepancies and errors:

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

Clause 12 : Post payment Audit & Technical Examination:

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

Clause 13 : Check Measurements:

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

Clause 14: Check Measurements:
The Contractor in course of the work should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage on the Government. As per direction of the Engineer-in-Charge.

**Clause 15: Recovery from Contractors:**

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

The department shall, further, have the right to affect such recoveries under Public Demands Recovery Act.

**Clause 16: Jurisdiction of Court:**

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

मैं एलदृश - द्वारा इस बात की सहमति देता/देती हूँ कि यदि मुझे उक्त कार्य का कार्यादेश मिलता है तो

1. मैं कार्य करने से पूर्व, कार्य के दौरान एवं कार्य पूर्ण होने के पश्चात कार्य स्थल के फोटोग्राफ सम्बन्धित अभियंता के निर्देशानुसार प्रस्तुत करूंगा।

2. मैं कार्य स्थल पर कार्य के दौरान नगर निगम जयपुर "कार्य प्रगति पर है" का साइन बोर्ड लगा कर रखूंगा।

3. मैं कार्य स्थल से मलबा, मित्ती इत्यादि हटाकर रखूंगा तथा कार्य पूर्ण होने के पश्चात कार्य स्थल से रोष निर्माण सामग्री, मित्ती मलबा इत्यादि हटावकर कार्य पूर्ण होने की लिखित सूचना अद्वितीय अभियंता कार्यालय में फोटोग्राफ सहित प्रस्तुत करूंगा।

हस्ताक्षर

संवेदक का नाम -

फर्म का नाम -