NAGAR NIGAM GREATER JAIPUR

Tender Notice No.:……. Dated:………..

NOTICE INVITING BID (NIB)

FOR

Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP Model

NIB NO……….. /2022-23
**Notice Inviting Bid No. 02/2022-23**

**NIB No. 02/2022-23**

Nagar Nigam Greater Jaipur invites bid through online bidding for Bid Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP Model through e-procurement portal [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) from eligible bidders. Bidding will be conducted through procedures in accordance with the RTPP act 2012 and RTTP rules 2013, amended up to date and under National Competitive Bidding with Single Stage two bidding procedure with pre-qualification filter. E-Bid are hereby invited as per enclosed scope of work after giving prescribed Bid security.

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**Note:**

1. Nagar Nigam Greater Jaipur invites online bids through www.eproc.rajasthan.gov.in for the works from the bidders fulfilling eligibility criteria’s. Bid cost and Processing fee shall be payable online at the website www.jaipurmc.org. Bid Security shall be payable online in favor of "Commissioner, Municipal Corporation Greater Jaipur" payable at Jaipur in form in the form of BG/FDR/DD/ through e-GRAS/Banker’s Cheque issued by any nationalized/ scheduled bank with validity of minimum 12 months or pay online at www.jaipurmc.org (scanned receipt of which is to be uploaded online at www.eproc.rajasthan.gov.in). The interested bidder may submit their proposals online along with a Non-refundable Bid fee of Rs 5000/- (Rupees Five Thousand only) towards the cost of Bid Document and RISL processing fee Rs 1000/- (Rupees One Thousand Only) both deposited in the account of Nagar Nigam, Greater 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 Executive Engineer (Project-I) in working hours in Municipal Corporation Greater Jaipur office, Jaipur.

3. Each bid must be accompanied by Bid Security Applicable as per 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. This notice and Bid documents are available on following site: sppp.rajasthan.gov.in, eproc.rajasthan.gov.in. A complete set of Bids can be downloaded from above mentioned website/s. Bid/s shall remain valid for 90 days (Ninety days) from the date of opening of the Bid.

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 BG/FDR/DD/ through e-GRAS/Banker’s Cheque etc. Any bid without cost of Bid, Bid processing fee and Bid Security/ bid declaration (as applicable) as in the NIT shall be rejected as non-responsive.

5. Bidder, who procured digital certificate as per IT Act 2016 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned web site up to time and date mentioned herein above.

6. In addition to above, the scanned copies of the Original Documents should be uploaded along with the technical Bid cover:
   - i. Letter of Technical Bid
   - ii. Power of Attorney for appointing authorized representative
   - iii. Joint Venture Agreement (if applicable)
   - iv. certificate of registration in PF/ESI/GST and PAN Card is required
   - v. Annexure A, B, C, D, E duly filled with signature.
   - vi. All documents of Technical proposal check list enclosed should be duly filled

7. Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office of Executive Engineer (Project-I) 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 NIB is to be Paid only on online in favor of commissioner Nagar Nigam Greater Jaipur at NNGJ website www.jaipurmc.org.com No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted.

9. 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 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.
All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, to taling or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.

10. Annexure A, B, C, D & E are also attached with the bid Firms are suppose to read thoroughly filled as and where required & Additional work/service may be procured by placing a repeat order on the rates & conditions of the original order if applicable.

11. In case of any bidder fails to upload copy of Required Documents as mentioned in the bid document by respective bidder shall not be accepted. 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.

12. Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder. Nagar Nigam Greater Jaipur shall not be responsible for any delay in submission of bid in electronic form.

13. 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; chocking of web site due to heavy load or any other unforeseen problems. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. 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. No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.

14. The provisions of RTPP Act 2012 and RTPP Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and Rules thereto, the latter shall prevail.

15. Nagar Nigam Greater Jaipur reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds of Employer’s action. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. All details relating to the Bid Document(s) can be viewed and downloaded from the website mentioned in NIT. Pre-qualification—Prequalification conditions, as applicable, are given in the Bid Data Sheet. Amendment to NIT, if any, would be published on website only, and not in Newspaper. At the time of submission of the Bid the eligible bidder shall be required to: pay the cost of Bid Document; deposit the Bid Security; Submit a checklist; and Submit an affidavit. Details can be seen in the Bid Data Sheet.

Commissioner
Nagar Nigam Greater Jaipur
# Tender Document

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Commissioner
Nagar Nigam Greater Jaipur
SECTION 02 INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID & WORK

Nagar Nigam Greater Jaipur has floated Tender for Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP Model. Nagar Nigam Greater Jaipur invites the suitable proposals from the experienced, financial, and technological sound entrepreneurs interested in prompt and effective processing of Municipal Solid Waste through Material Recovery Facility. The project will be divided into 02 phases and in each phase entrepreneur needs to establish 25 TPD Capacity MRF. Initially the Contactor shall start with installation of 25 TPD Capacity MRF and shall extend its capacity to 50 TPD capacity with installation of additional 25 TPD Capacity MRF within one year. Further entrepreneurs need to build digital platform on its own cost (including maintenance and any up gradation, if any) where all the information could be monitored by NNGJ related to plant like waste processed per day, recovered material per day etc. The details about IT based digital platform are mentioned in Annexure D. The MSW shall be supplied to the entrepreneur in raw form at the plant site at free of cost, space for MRF facility shall be provided to the entrepreneur on rental cost of Rs 15000/- (Fifteen thousand only) with 5% annual increment for 10 years). The interested entrepreneur shall install, commission, operate and maintain 50 TPD Capacity Material Recovery Facility. The interested entrepreneur/ investor should install, run, and maintain the processing unit at the site on PPP basis for 10 years, it can further expandable up to 05 years on mutual consent of NNGJ and the firm, after which the entrepreneur shall have to handover plant with machinery to NNGJ. Capacity of plant can be increased on mutual condition. The entrepreneur shall be free to use the final product in whatever the manner he considers appropriate by following SWM Rules 2016 and any further amendments in near future and following conditions of The State Policy. Firm has to comply all the directions and orders given by Hon’ble NGT, CPCB, RSPCB, Environment and LSG department of Government. Firm has to submit annual reports and any report desired by government as per SWM Rules. Firm has to take necessary approvals from CPCB, RSPCB, if applicable.

2. GENERAL QUALITY OF WORK:

The work shall have to be executed as per agreement and technical specifications specified in the Bid Data Sheet/ Contract Data, and shall have to meet high standards of workmanship, safety and security. The Municipal Corporation Greater Jaipur shall provide mixed municipal wastes to the plant for processing. The contractor should prepare report about the working of the plant on daily basis and submit the report to the Municipal Corporation Greater Jaipur on monthly basis. The formats of the reporting shall be as decided by NNGJ.

(a) FACILITIES TO BE PROVIDED TO BIDDER

• The entrepreneur shall provide space with civil structure (100’X50’) (at the rate decided by Nagar Nigam Greater Jaipur on rental cost of Rs 15000/- (Fifteen thousand only) with 5% annual increment for 10 years) & water and electricity connection only. However, the demand note raised for water and electricity connection by department and payment of bills related to water and electricity shall be borne by contractor (if any).
• Nagar Nigam Greater Jaipur free of cost shall supply the garbage at the plant site.
• The entrepreneur shall not be required to pay any toll tax but in case there is any change in the existing policy then action shall be taken accordingly.
• No space/building tax shall be levied on the proposed plant.
• If there is a production of MRF or any other by-product, same shall be the property of the entrepreneur and he shall be allowed to dispose of the same as per his own choice and as per the existing rules of government and regulating authorities.
• The entrepreneur shall be entitled to receive any incentive/facility provided by Government of India/Rajasthan without imposing any financial burden on local authority/state Government.
• The NNGJ shall provide all necessary assistance in obtaining N.O.C. from other departments.
(If any).

(b) **EXPECTATIONS FROM BIDDER**

- Though the responsibility of transporting the waste up to the plant will be responsibility of Nagar Nigam Greater Jaipur, the entrepreneur shall either use it in raw form arrange for segregation as per the requirement of his plant.
- It will be the responsibility of the entrepreneur to abide the rules and regulations for pollution control, labor law or any other relevant law of central /state Government as may be applicable from time to time for running the project.
- The entrepreneur shall have to comply with the existing as well as future rules and regulations issued form effective pollution control.
- The allotted space shall not be allowed to be mortgaged or sold for any financial compulsion or any need/condition.

2(c) **OTHER IMPORTANT POINTS**

(i) **REJECTION OF BIDS:**

   The bids may not be accepted, if the entrepreneur:-

   a) Offers conditional bids.
   b) Submits incomplete tender.
   c) does not submit earnest money along with the tender document through online mode.
   d) does not submit the tender on or before the stipulated date and to the designated tendering authority.
   e) does not submit the tender in prescribed format of general information and key information.
   f) does not enclose supporting documents/attachments required for verification.
   g) does not submit duly signed documents/attachments
   h) does not submit undertaking & affidavit in prescribed format on appropriate stamp papers.

(ii) **BID VALIDITY:** The offer shall remain valid for a period as described in NIT.

(iii) **ONE BID PER BIDDER:** The firms with common proprietor/partner/connected with one another financially or as principal and agent or as master and servant or with proprietor/partner closely related to each other such as husband/wife, father/mother, son/daughter, brother/sister shall not submit separate tenders under different names for the same bid, all such tenders bid shall cancelled and any earnest money, there of shall be forfeited.

(iv) **NO FINANCIAL ASSISTANCE BY NNGJ:** The processing plant of MSW shall be implemented on PPP basis without any financial assistance from NNGJ/Govt.

(v) **APPROVALS & NOCS BY BIDDER:** Necessary approvals or NOC’s required for execution of the project from Govt. of India, State Pollution Control Board, Forest Dept. or any other institute/organization will be the responsibility of the promoter/firm/contracting organization. However any assistance/help required may be provided by NNGJ/Govt.

(vi) **RESCIND/CANCELLATION OF BID ON BREACH OF CONTRACT:** Govt. of Rajasthan/NNGJ has full right to rescind/cancel the qualifying bidder in between, if found adverse in respect of authority of information supplied by the firm OR false affidavit or undertaking supplied by the firm which shall be deemed as breach of contract by the entrepreneur.

(vii) **FOLLOW THE GUIDELINES OF SWM RULES 2016:** The bidder shall have to propose eco-friendly economical and efficient technology for treatment and disposal of MSW as per guidelines of SWM Rules 2016/ Central Pollution Control Board/ Rajasthan State Pollution Control Board.
(viii) **CHANGE OF LOCATION OF PLANT SITE:** If the selected/allocated plant site gets changed due to any unforeseen reason/circumstance the Govt./local body may allot any other suitable space, but any change of site will not cause demand of any compensation from Govt./NNGJ.

(ix) **CONFIRMATION OF QUANTITY & QUALITY OF WASTE:** Entrepreneur should confirm the composition & quantity of waste of Jaipur city themselves to get in hand correct information before submitting the bid.

(x) **SEGREGATION OF WASTE:** It is advisable to study the pattern and existing practice of collection and transportation of MSW. Presently the waste is being transported in un-segregated manner with effort for segregation is continuously on, however the sole responsibility of segregation of waste at site will be of entrepreneurs only.

(xi) **EARNEST MONEY:** Entrepreneur may apply for establishing processing plant by depositing EMD as mentioned in NIT.

(xii) **FOLLOW OF RULES:** The entrepreneur shall have to follow the rules and regulation of Government of India and State Government whenever they are enforced and shall adhere to all laws of space, statutory regulation and instruction issued by authorities from time to time.

(xiii) **DURY FILLING ALONG WITH SUPPORTING DOCUMENTS:** The entrepreneur should completely steady the document and duly fill the formats along with all necessary attachments. It is clarified that no second opportunity shall be give to the bidder for submitting any left out information and no consideration shall be entertained in case incomplete information or documents are submitted by the bidder. The decision on the bid shall be taken on the basis of information enclosed with the original document only.

(xiv) **COMPLIANCE OF SWM RULES 2016:** The entrepreneur shall follow SWM Rules 2016 and further amendments as applicable in future. Mixed waste containing recoverable resources shall follow the route of recycling. Suitable Technology can also be used for processing wastes in specified cases. The operator of a facility wishing to use other state of the art technologies shall approach the Central Pollution Control Board to get the standards laid down before applying for grant of authorization.

(xv) **NON FULFILLING THE TERMS AND CONDTIAIONS OF CONTRACT:** Nagar Nigam Greater Jaipur shall have full right to rescind the contract in case promoter defaults or fail to perform the contract/agreement by way of not fulfilling the terms and conditions of the contract or has changed the space use of the space allotted to him for the purpose or the space remains unused for more than 06 months. In such case, contractor shall have to hand over back the vacant possession of the space within 03 months to the urban local body from the date of issue of the notice. In case, the promoter fails to hand over back the possession of the space, the concerned local body shall immediately take over the possession treating further occupation as encroachment.

(xvi) **MORTAGAGING OF SPACE OR TRANSEFRRING OF SPACE IS PROHIBITED:** The successful firm will have to enter into a agreement and have to pay all the legal charges in this respect, as required. The space allotted to the promoter shall not be mortgaged or transferred partly or wholly in any manner whatsoever.

(xvii) **UPGRADATION OF TECHNOLOGY:** The entrepreneur is expected to upgrade the technology from time to time at his own cost if required under any legislation or order of State Government/Central Government or any legal/binding directions from competent authority.

(xviii) **AUTHORITY OF INSPECTION:** Competent authority and/ or authorized officers of State
Government or NNGJ shall have full right to inspect the whole system including site, plant etc. as and when required throughout the agreement period.

(xix) **SUBMISSION OF ACTION PLAN:** Entrepreneur/promoter shall have to submit his own details regarding “Scope of Work” and clear-cut “Action Plan” for successful implementation of the project.

(xx) **AUTHORITY TO USE BYE-PRODUCTS:** The entrepreneur shall be free to use/sell on his own any by-products/end products or any other eco-friendly product form etc. produced during the process for which he will have to abide/comply the directives/provisions of the relevant rules, regulations, legislations and policies etc. of the Central Government/State Government.

(xxi) **USE OF ENERGY FOR RUNNING OF PLANT:** The promoter can use the energy so produced free of cost for running and maintenance of the plants.

(xxii) **SAFETY OF PERSONNEL AND PROPERTY:** The promoter shall ensure adherence to execution of works based on approved quality programs and take adequate precautions in observing safety of personnel and property.

(xxiii) **PROVIDING ALL INFORMATION:** The promoter shall also provide all date, documents, and information to NNGJ or any authority from time to time as prescribed, during execution, operation, and maintenance of plant.

(xxiv) **NO ILLEGAL OPERATIONS FROM THE PLANT SITE:** The promoter shall not enter any other business other than the work entrusted to him by Govt. of Rajasthan/ NNGJ within the premises of his operation.

(xxv) **STANDARD DESIGN AND LATEST EQUIPMENTS:** The designing of the plant and the equipment for whole MSW Management and Treatment Plant project development by the entrepreneur shall be in conformity with the latest engineering practices and the Indian standards for such works. All the designs shall have to be got approved by the concerned authorities if required under the Law.

3. **PROCEDURE FOR PARTICIPATION IN E-TENDERING**

The procedure for participation in e-tendering is given in the Bid Data Sheet.

4. **ONE BIDPER BIDDER**

The bidder can be an individual entity; Joint Venture, MSME or start up is allowed. No bidder shall been titled to submit more than one bid whether jointly or severally. If he does so, all bids where in the bidder has participated shall stand disqualified. The Joint Venture can be formed by not more than two entities (one lead partner with another JV partner).

5. **COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim what so ever for the same shall i.e., on the Municipal Corporation Greater Jaipur.

6. **SITE VISIT AND EXAMINATION OF WORKS**

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. All costs shall have to be borne by the bidder.

**B. BID DOCUMENTS**
7. **CONTENT OF BID DOCUMENTS**

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders,
3. Conditions of Contract:
   i. Part I General Conditions of Contract and Contract Data; and
   ii. Part II Special Conditions of Contract.
4. Specifications
5. Priced Bill of Quantities
6. Technical and Financial Bid
7. Letter of Acceptance
8. Agreement and
9. Any other document(s), as specified.

8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

9. **PRE-BID MEETING**

A pre-bid meeting shall not be organized.

10. **AMENDMENT OF BID DOCUMENTS**

Before the deadline for submission of bids, the Procuring Entity may amend or modify the Bid Documents by publication of the same on the website. All amendments shall form part of the Bid Document. The Procuring Entity may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

11. **C. PREPARATION OF BID**

12. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit online all the documents related to the Bid required and to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

13. **DOCUMENTS COMPRISING THE BID**

The bidding document shall be submitted online only by the bidder.

This Bidding Documents would apply for all bids. Bidding Documents shall contain the following as per details given in the Bid Data Sheet:

i. Registration number or proof of application for registration and organizational details in format given in the Bid Datasheet
ii. Payment of the cost of Bid Document;
iii. Bid Security; and
iv. An affidavit duly notarized.

Technical bidding document is required to be submitted only where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Technical bidding document is required to be submitted online and it shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions. Financial bidding document is required to be submitted online. Financial bidding document shall contain financial offer in the format prescribed enclosed with the Bid Data Sheet.
14. **LANGUAGE**

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

15. **TECHNICAL PROPOSAL**

Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet. All the documents/information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his Bid Security deposit, if any document/information is found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

**PPP**

a. Public Private Partnership (PPP) partner will have to make all the investment required for setting up and operation & Maintenance of the project.

16. The Authority shall allocate space for the project to the on rental cost of Rs 15000/- (Fifteen thousand only) with 5% annual increment for 10 years) (which can be further extended to 5 years on mutual agreement). Contractor shall execute rent agreement with Nagar Nigam Greater Jaipur.

17. **FINANCIAL BID**

i. The bidder shall have to quote rates in format referred in Bid Data sheet.

ii. Amount shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.

iii. The bidder shall have to quote amount payable to Municipal Corporation Greater Jaipur per annum. Any GST or taxes, duties etc applicable during the contract duration shall be paid by the contractor as extra as applicable.

18. **PERIOD OF VALIDITY OF BIDS**

The bids shall remain valid for a period specified in Bid Data Sheet after the date of “close for bidding” as prescribed by the Procuring Entity. The validity of the bid can be extended by mutual consent in writing.

19. **BID SECURITY DEPOSIT**

- The Bid Security shall be deposited online as given in the Bid Data Sheet. However, other forms of Bid Security may be allowed by the Procuring Entity by mentioning it in the Bid Datasheet (Bid Security should be submitted online.)
- Bid not accompanied by Bid Security shall be liable for rejection as non-responsive.
- Bid Security of bidders whose bids are not accepted will be returned after the decision on the bid.
- Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.
- Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in
forfeiture of the Bid Security deposit.

D. SUBMISSION OF BID

20. The bidder is required to submit online bid duly signed digitally, and Technical and Financial Bid also at the place prescribed in the Bid Data Sheet.

E. OPENING AND EVALUATION OF BID

21. PROCEDURE

Technical Bid shall be opened first online at the time and date notified and its contents shall be checked. In case, where Technical Bid does not contain all requisite documents, such bid shall be treated as non-responsive, and Financial Bid of such bid shall not be opened. Wherever, Technical Bid is required to be submitted, the same shall be opened online at the time and date notified. Financial Bid of bidders who are not qualified in Technical Bid shall not be opened. Financial Bid of the qualified bidders shall be opened online at the time & date notified. After opening Financial Bid all responsive bids shall be compared to determine the highest paying bidder. The Procuring Entity reserves the right to accept or reject any bid at any time prior to contract award, without incurring any liability. The Procuring Entity reserves the right of accepting the bid for the whole work or for a distinct part of it.

22. CONFIDENTIALITY

Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid. Any attempt by a bidder to influence the Procuring Entity in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

23. AWARD OF CONTRACT

The Procuring Entity shall notify the successful bidder (Highest amount paying bidder to Nagar Nigam Greater Jaipur) by issuing a ‘Letter of Acceptance’ (LOA) that his bid has been accepted.

24. PERFORMANCE SECURITY

Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance Security of the amount, form and duration, etc. as specified in the Bid Data Sheet. Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration etc. similar to performance security. If any, amendment regarding Performance Security is done by GoR, same shall be applicable to Contractor.

25. SIGNING OF CONTRACT AGREEMENT

The successful bidder shall have to furnish Performance security and additional performance security, if any, and sign the contract agreement within 15 days of issue of LOA. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Procuring Entity to the contractor for commencement of work. In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his Bid Security shall stand forfeited without prejudice to the right of the Procuring Entity for taking action against the bidder.
26. **CORRUPT PRACTICES**

The Procuring Entity requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Procuring Entity:

i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and  

ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

a. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or Indirectly, anything of value to influence improperly the actions of another party;

b. **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

d. **“Collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

End of ITB
# BID DATA SHEET

## General

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Particulars</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office inviting Tender</td>
<td>Nagar Nigam Greater Jaipur</td>
</tr>
<tr>
<td>2</td>
<td>NIT No. .......</td>
<td>Date:</td>
</tr>
<tr>
<td>3</td>
<td>Date of NIT</td>
<td>As per NIT</td>
</tr>
<tr>
<td>4</td>
<td>Bid document download available from date &amp; time</td>
<td>As per NIT</td>
</tr>
<tr>
<td>5</td>
<td>Website link</td>
<td><a href="http://www.eproc.rajasthan.gov.in">http://www.eproc.rajasthan.gov.in</a></td>
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## Section 1 – NIT

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Particulars</th>
<th>Data</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Portal fees</td>
<td>Rs.1000/- (Managing Director, RISL Jaipur payable at Jaipur) (online)</td>
</tr>
<tr>
<td>2</td>
<td>Cost of bid document</td>
<td>Rs.5,000/- (online)</td>
</tr>
<tr>
<td></td>
<td>Cost of bid document payable at</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jaipur</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cost of bid document in favor of</td>
<td>Commissioner, Nagar Nigam Greater Jaipur (online)</td>
</tr>
<tr>
<td></td>
<td>Annexure B</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Affidavit format</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pre-qualifications required</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>If Yes, details</td>
<td>As per Annexure C</td>
</tr>
<tr>
<td>5</td>
<td>Special Eligibility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If Yes, details</td>
<td>As per Annexure D</td>
</tr>
<tr>
<td>6</td>
<td>Key Dates</td>
<td>Annexure A</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
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<td>---</td>
</tr>
<tr>
<td>ii.</td>
<td>iii.</td>
<td>Through online at Jaipur (Should be submitted online)</td>
</tr>
<tr>
<td>Bid Security valid for a period of 90 days</td>
<td>BG must be submitted online</td>
<td>Commissioner, Municipal Corporation Greater Jaipur</td>
</tr>
<tr>
<td>11</td>
<td>Letter of Acceptance (LoA)</td>
<td>Annexure I</td>
</tr>
<tr>
<td>12</td>
<td>Amount of Performance Security</td>
<td>3.0% of the project cost</td>
</tr>
<tr>
<td>Additional Performance Security, if any (as per clauses 22.2, 23.1)</td>
<td>&quot;&quot;</td>
<td></td>
</tr>
<tr>
<td>Performance security in the Format</td>
<td>Annexure J</td>
<td></td>
</tr>
<tr>
<td>Performance security in favor of</td>
<td>Commissioner, Municipal Corporation Greater Jaipur</td>
<td></td>
</tr>
<tr>
<td>Performance security valid upto</td>
<td>For 10 Years in the form of BG/FDR. Performance security furnished shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period</td>
<td></td>
</tr>
</tbody>
</table>

Annexure– A

KEY DATES & EVENTS

As per the key dates given in the NIT

Bid Security deposit and affidavit shall be submitted by the bidder so as to reach the office as prescribed in Bid Data Sheet, before specified start time and date of opening of technical proposal as per key dates in Bid Data Sheet.
Annexure–B

| AFFIDAVIT |

(On Non-Judicial Stamp)

I/we ____________________________, who is/are ___________________________ (status in the firm/ company) and competent for submission of the affidavit on behalf of M/S ___________________________, (name of the bidder) do solemnly affirm an oath and state that: I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _________________ for ___________________________ (name of the Work) dated ____________ issued by the ___________________________ (name of the Authority).

I/we are fully responsible for the correctness of following self-certified information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
   a. Bank Guarantee submitted as Bid Security Deposit, and other relevant documents provided by the Bank are authentic.
   b. Information regarding financial qualification and annual turn-over is correct.
   c. Information regarding various physical qualifications is correct.
3. No close relative of the undersigned and our firm/ company is working in the department. OR Following close relatives are working in the department:
   Name __________________ Post __________________ Present Posting __________

Signature with Seal of the Deponent (bidder)

I/We, __________________________ above deponent do here by certify that the facts mentioned in above paras 1to3 are correct to the best of my knowledge and belief.

Verified today ______________ (dated) at ______________ (place).

Signature with Seal of the Deponent (bidder)
Annexure–C

PRE- QUALIFICATIONS CRITERIA

A) The bidder should have an Average Annual Financial Turnover of 70% of total project cost i.e. Rs. 0.63 Crore during last 03 financial years.

B) The bidder must have experience of operations of working with municipalities for at least 2 years in Solid waste management.

Note:

Bidders are required to submit the corresponding Work Order copies & Execution/ Completion Certificates. Municipal Corporation Greater Jaipur may call for original certificates for verification.
Annexure–D
(See clause 2 of Section2-ITB & Clause10 of GCC)

SPECIFICATIONS

Municipal Corporation Greater Jaipur shall provide site with civil work, electric & water connection for Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP Model. All the works required for establishment of the plant is to be done by the successful bidder at his own cost. On the completion of project duration entire assets shall be handed over to Municipal Corporation Greater Jaipur and shall be transferred on the name of Municipal Corporation Greater Jaipur without any financial liability. The duration of the contract can be renewed for further time period after successful completion of contract period on mutual consent to both the parties. The bidder shall develop software and web portal for waste management as mentioned in Annexure D.

The bidders are required to provide minimum following units / equipment for 50 TPD capacity Material Recovery Facility for waste. The bidder is required to provide two 25 TPD capacity Machines. The minimum machine details are mentioned below.

**Table A- Machinery requirement for 25 TPD MRF**

<table>
<thead>
<tr>
<th>Details</th>
<th>Minimum Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material Recovery facility for Dry Municipal Waste</td>
<td>25 Tons per day</td>
</tr>
<tr>
<td>Waste classification in Real-time Screen</td>
<td>25 Tons per day</td>
</tr>
<tr>
<td>Screening Equipments</td>
<td>1.5 Tons/hr</td>
</tr>
<tr>
<td>1. 200-50 MM.</td>
<td></td>
</tr>
<tr>
<td>2. 50MM below</td>
<td></td>
</tr>
<tr>
<td>Conveyor Belts–Modular–1000 - 600MM</td>
<td>Various sizes as per design</td>
</tr>
<tr>
<td>Waste sorting solution 3 units</td>
<td>1MT/day each</td>
</tr>
</tbody>
</table>

The bidder shall develop software and web portal for waste management. The bidder is required to provide web portal & mobile application on its own cost for MIS of plant data. The details are mentioned below.

<table>
<thead>
<tr>
<th>Details</th>
<th>Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile App for Municipal Corporation Greater Jaipur</td>
<td>The officers of Municipal Corporation Greater Jaipur can check daily/weekly/historic waste input &amp; waste processing details using the app. The officers can also check details waste category types. The officers can also check the segregated waste collected using citizen app.</td>
</tr>
<tr>
<td>Mobile App for Citizen</td>
<td>With the help of this app, citizen can sell their segregated waste to the bidders. Citizens can book the pickup, can check their historic details.</td>
</tr>
<tr>
<td>Web- Portal</td>
<td>The data that is available on mobile app for officers must be available on web portal.</td>
</tr>
</tbody>
</table>
Annexure–E
(See clause 3 of Section 2- ITB)

PROCEDURE FOR PARTICIPATION IN E-TENDERING

1. Registration of Bidders- Tendering System
   All the registered bidders already registered on the new e-procurement portal [https://www.eproc.rajasthan.gov.in](https://www.eproc.rajasthan.gov.in). The user id will be the contractor ID provided to them from Online Portal. The password for the new portal as communicated to the bidders registered email ID. For more details, may refer online portal.

2. Digital Certificate:
   The bids submitted online should be signed electronically with a class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain class III Certificate issued by an approved certifying Authority authorized by the controller of certifying Authorities, Government of India.

   Note:
   i. It may take up to 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same.
   ii. Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission. The digital certificate issued to the authorized user of a partnership firm/ Private limited company/ Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.

   In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.

   In case of Private Limited company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/ Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

3. Key Dates:
   The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Department.

4. Preparation and Submission of Bids
   The bidders have to prepare their online, encrypt their bid data in the Bid forms and submit Bid of all the Parts and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after singing of the same by the Digital Signature of their authorized representatives.

5. Purchase of Bid Document
   For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates.
6. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid before submission end date.

Note:

- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at www.eproc.rajasthan.gov.in.
- Municipal Corporation Greater Jaipur shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Municipal Corporation Greater Jaipur reserves the right for extension of due date of opening of technical bid.
ANNEXURE-F  
(See clause 12 of Section 2 ITB & clause 4 of GCC)  

ORGANIZATIONAL DETAILS  
(To be enclosed with technical proposal)  

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Registration certificate</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>PAN, GST, Address Proof</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Name of Organization/ Individual</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Entity of Organization</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Individual/ Proprietary Firm/ MSME/ Joint Venture/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act–1956)/ Corporation</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Address of Communication</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Telephone Number with STD Code</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Fax Number with STD Code</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Mobile Number</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>E-mail Address for all communications</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Details of Authorized Representative</strong></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Postal Address</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Telephone Number with STD Code</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Fax Number with STD Code</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Mobile Number</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>E-mail Address</td>
<td></td>
</tr>
</tbody>
</table>

Note: In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to been closed.

Signature of Bidder with Seal  
Date:
Annexure–G

(See clause 15 of Section 2 of ITB)

Part–B, Technical Proposal

Technical Proposal shall comprise the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars to be submitted</th>
<th>Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annexure A, B, C &amp; D as per RTPP Rules.</td>
<td>As per RTPP Rules.</td>
</tr>
<tr>
<td>2.</td>
<td>GST Registration Certificate</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Financial and Physical Experience</td>
<td>(Format: G- 1)</td>
</tr>
<tr>
<td>4.</td>
<td>Annual Turnover</td>
<td>(Format: G - 2)</td>
</tr>
<tr>
<td>5.</td>
<td>List of technical personnel</td>
<td>(Format: G- 3)</td>
</tr>
<tr>
<td>6.</td>
<td>List of Key equipment/ machine/s in quality control labs</td>
<td>(Format: G- 4)</td>
</tr>
<tr>
<td>8.</td>
<td>Declaration in compliance of Section 7 and 11 of the RTPP Act 2012.</td>
<td>(Format: G- 5)</td>
</tr>
<tr>
<td>9.</td>
<td>Declaration regarding not debarred/blacklisted by the Central Government/State Government or Any Public Sector Undertaking (On Non – judicial stamp paper of Rs200/- duly attested by notary public) (In case of JV, each of the Members (where applicable))</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>List of Equipment to be installed with detailed specifications</td>
<td>Pl. Attach</td>
</tr>
<tr>
<td>11.</td>
<td>Process flow chart with manpower requirement and other infrastructure facilities proposed by the bidder.</td>
<td>Pl. Attach</td>
</tr>
</tbody>
</table>

Note:

1. If detailed technical proposal is not submitted in the technical bid the bid shall be rejected.
2. Technical Proposal should be duly page numbered and indexed.
3. Technical Proposal should be uploaded on website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), otherwise will not be considered.
FINANCIAL & PHYSICAL EXPERIENCE DETAILS

(Bidders have to furnish details along with certificates as required for the qualification purposes).
**Annexure–G (Format: G-2)**

**ANNUAL TURNOVER**

Requirements:

Average Annual Financial turn over for the works to be provided in the following format along with the audited balance sheets approved by Charted Accountant for the last 3 financial years.

<table>
<thead>
<tr>
<th>Financial Information</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Turnover (in INR Crore)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LIST OF TECHNICAL PERSONNEL
Annexure–G (Format: G-4)
(See clause 15 of Section 2 of ITB)
List of Key Equipment/ Machines proposed by the Bidder for the project
Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Bid submitted to ..................................... [enter designation and address of the procuring Entity] for procurement of ........................................ [insert name of the Works] in response to their Notice Inviting Bids No……………Dated .................... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial space managerial resources and competence required by the Request for Proposal issued by the Procuring Entity;

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Request for Proposal;

3. 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 are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract with in a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Request for Proposal, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Request for Proposal, till completion of all our obligations under the Contract.

Date: ..........................................................  
Place: ..........................................................

Signature of Bidder

Name: ..........................................................

Designation: ..................................................

Address: ..........................................................
ANNEXURE–H
(SEE CLAUSE 16 OF SECTION 2 OF ITB)

FINANCIAL BID

Name of Work- Tender for Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP Model

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures) _____________________________ in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default thereof to forfeit and pay to the Commissioner, Municipal Corporation Greater Jaipur or his successors in office the sums of money mentioned in the said conditions.

Signature of Bidder Name of Bidder

The above bid is hereby accepted by me on behalf of Commissioner, Municipal Corporation Greater Jaipur dated the ___________________________ day of __20__

_________________

Signature of Officer by whom accepted
LETTER OF ACCEPTANCE (LOA)

M/s. __________________________

(Name and address of the contractor)

Subject: __________________________

(Name of the work as appearing in the bid for the work)

Dear Sir(s),

Your bid for the work mentioned above has been accepted on behalf of the (Name of Authority), at your bid offer as per scope of work given therein. You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

a. The performance security/ performance guarantee of Rs. ____________ (in figures) Rupees ____________ (in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank.

b. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is ________ months including/ excluding grainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,
Annexure–J
(See clause 23 of Section2 of ITB)

PERFORMANCE SECURITY

To
__________________________ [Name of Procuring Entity]

__________________________ [Address of Procuring Entity]

WHEREAS ____________________ [name and Address of Contractor] (Hereinafter called “the Contractor”) has undertaken, in pursuance of Letter of Acceptance No. __________________ Dated ________ To execute ________ [Name of Contract and brief description of works] (herein after called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by an recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract;

AND WHEREAS we have agreed to give the Contract or such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of__________ [amount of Guarantee]*__________ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of__________ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition modification.

This guarantee shall be valid till issue of physical completion certificate.

Signature, Name and Seal of the Guarantor ________________________________

Name of Bank ________________________________

Address ________________________________

Phone No., Fax No., E-mail Address, of Signing ________________________________

Authority ________________________________

Date ________________________________

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.
SECTION 3
Conditions of Contract

Part-I: General Conditions of Contract [GCC]

A. GENERAL

1. DEFINITIONS
   “Authority” means the Commissioner, Municipal Corporation Greater Jaipur.
   “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Bid.
   “Completion” means completion of the work, as certified by the Engineer/Consultant, in accordance with provisions of agreement.
   “Contract” means the Contract between the Procuring Entity and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
   “Contract Data Sheet” means the documents and other information which comprise of the Contract.
   “Contractor” means a person or legal entity whose bid to carry out the work has been accepted by the Procuring Entity.
   “Contractor's bid” means the completed bid document submitted by the Contractor to the Procuring Entity.
   “Contract amount” means the amount of contract worked out on the basis of accepted bid.
   “Completion of work” means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
   “Day” means the calendar day.
   “Defect” means any part of the work not completed in accordance with the specifications included in the contract.
   “Drawings” means drawings including calculations and other information provided by the Consultant.
   “Department” means Municipal Corporation Greater Jaipur as the case may be.
   “Engineer” means the person named in contract data sheet.
   “Engineer in charge” means the person named in the contract data.
   “Equipment” means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
   “Government” means Government of Rajasthan.
   “In Writing” means communicated in written form and delivered against receipt.
   “Material” means all supplies including consumables used by the Contractor for incorporation in the work.
   “Procuring Entity” means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Procuring Entity may delegate any or all functions to a person or body nominated by him for specified functions. The word Procuring Entity/ Government/ Department wherever used denote the Procuring Entity.
   “Stipulated date of completion” means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
   “Specification” means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
   “Start Date” means the date 14 days after the signing of agreement for the work. However, the Procuring Entity may extend this time limit by another 14 days, as and when required.
   “Sub-Contractor” means a person or corporate body who has a Contract (duly authorized by the Procuring Entity) with the Contractor to carry out a part of the construction work under the Contract.
   “Temporary Work” means work designed, constructed, installed, and removed by the Contract or that are needed for construction or installation of the work.
   “Tender/Bid, Tenderer/Bidder” are the synonyms and carry the same meaning wherever used.
   “Variation” means any change in the work which is instructed or approved as variation under this contract.
   “Work” the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered,
substituted or additional.
“Work Plan” means the implementation plan, including phasing of works, physical completion milestones and other such details that the Procuring Entity shall seek from time to time with respect to tracking progress of the works.

2. INTERPRETATIONS AND DOCUMENTS

Interpretations: In the contract, except where the context requires otherwise:

a. Words indicating one gender include all genders;

b. Words indicating the singular also include the plural and vice versa.

c. Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;

d. “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

Documents Forming Part of Contract:

1. NIT with all amendments.

2. Instructions to Bidders

3. Conditions of Contract:
   i. Part I General Conditions of Contract and Contract Data; with all Annexure
   ii. Part II Special Conditions of Contract.

4. Specifications

5. Drawings

6. Bill of Quantities

7. Technical and Financial Bid

8. Agreement

9. Any other document(s), as specified.

3. LANGUAGE AND LAW

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. COMMUNICATIONS

All certificates, notice or instruction to be given to the Contractor by Procuring Entity/ Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Procuring Entity/ Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. SUB CONTRACTING

Sub contracting shall not be permitted.
6. PERSONNEL

The Contractor shall employ for the Installation and routine maintenance the technical personnel as provided in the Bid Data sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. FORCE MAJEURE

The term "Force Majeure" means an exceptional event or circumstance:

a) Which is beyond a party’s control,

b) Which such party could not reasonably have provided against before entering into the contract,

c) Which, having arisen, such party could not reasonably have avoided or overcome, and

d) Which is not substantially attributed to the other Party Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

(i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),

(ii) Rebellion, terrorism, sabotage by persons other than the contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war,

(iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel,

(iv) Munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributed to the Contractor’s use of such munitions, explosives, radiation or radioactivity, and

(v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,

In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

For the period of extension granted to the Contract or due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.

The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. CONTRACTOR’S RISKS

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone.
9. LIABILITY FOR ACCIDENTS TO PERSON

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the Procuring Entity, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contract or his sub contract or for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. CONTRACTOR TO CONSTRUCT THE WORKS

The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data.

In the case of any class of work for which there is no such specification as is mentioned in contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge. For the same, Instructions shall be given by Civil Engineer of Nagar Nigam Greater Jaipur.

The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implements and generally of all means used for the fulfillment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. DISCOVERIES

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. DISPUTE RESOLUTION SYSTEM

No dispute can be raised except before the Competent Authority (First Appellate Authority) as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Procuring Entity shall not be liable for claims arising out of such disputes.

The Competent Authority shall decide the matter within 45 days.

Appeal against the order of the Competent Authority can be preferred within 20 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.

Appeal against the order of the Appellate Authority can be preferred before the Director cum Joint Secretary, DLB, Jaipur.

The contract or shall have to continue execution of the works with due diligence not withstanding pendency of a dispute before any authority or forum.

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.

Every appeal presented to First Appellate Authority or Second Appellate Authority must be in person or through registered post or authorized representative.
B. TIME CONTROL

13. PROGRAMME

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities. The Engineer's approval of the Programme shall not alter the Contractor's obligations.

14. EXTENSION OF TIME

If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.

15. COMPENSATION FOR DELAY

The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.

The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.

In the event milestones are laid down in the Contract Data for execution of the works, the contract or shall have to ensure strict adherence to the same.

Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.

In the event of delay in execution of the works as per the time lines mentioned in the contract data the Engineer-in-charge shall apply liquidated damages livable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

16. CONTRACTOR'S QUOTE

The contractor's quoted amount can't be changed.

17. NO INTEREST PAYABLE

No interest shall be payable to the Contract or on any payment due or awarded by any authority.

18. TAX

The rates quoted by the Contractor shall be deemed to be inclusive of GST and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. But the rates shall be excluding excise duty exemption on pipes as per Norms.
19. TERMINATION BY AUTHORITY

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

The Authority, NNGJ shall be entitled to terminate the contract if the Contractor:

a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;

b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;

d) the Contractor does not maintain a valid instrument of financial Security, as prescribed;

e) the Contract or has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;

f) If the Contract or fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.


g) If the Contractor, in judgmental of the Authority, NNGJ has engaged incorrupt or fraudulent practices in competing for or in executing the contract;

h) Any other fundamental breaches as specified in the Contract Data.

In any of these events or circumstances, Authority, NNGJ may, upon giving 14 days’ notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 19.0, the Authority, NNGJ may terminate the contract immediately.

Notwithstanding the above, the Authority, NNGJ may terminate the contract for convenience by giving notice to the contractor.

The contract shall be terminated if the contractor fails to pay the royalty decided in the tender for one year.

If the contractor fails to treat at least 50% of the total waste consequently for 30 days a penalty of Rs. 500/- per day shall be levied from the start date of shut down. (Details in Annexure-P)

20. PERFORMANCE SECURITY

The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if any; security remains valid for the period as specified in the Contract data.

21. SECURITY DEPOSIT

Security deposit shall be submitted as per tender document.

B. FINISHING THE CONTRACT

22. COMPLETION CERTIFICATE

A completion certificate in the prescribed format in Contract data shall be issued by Engineer in charge after completion of the contract period. A final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge after taking clearance regarding deposition of royalty and building rent and any other financial due of Nagar Nigam Greater Jaipur.
C. OTHER CONDITIONS OF CONTRACT

23. CURRENCIES
All payments will be made in Indian Rupees.

24. LABOUR
The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

25. COMPLIANCE WITH LABOUR REGULATIONS
During continuance of the Contract, the Contractor shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Procuring Entity indemnified in case any action is taken against the Procuring Entity by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Procuring Entity is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/ Procuring Entity shall have the right to deduct any money due to the Contractor including his amount of performance security. The Procuring Entity/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Procuring Entity. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Procuring Entity at any point of time.

26. JURISDICTION
This contract has been entered into the State of Rajasthan and its validity, construction, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the civil courts in Jaipur or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

[End of GCC]
<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Particulars</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Procuring Entity</td>
<td>Municipal Corporation Greater Jaipur</td>
</tr>
<tr>
<td>1.2</td>
<td>Engineer</td>
<td>Engineer as notified by Procuring Entity</td>
</tr>
<tr>
<td>1.3</td>
<td>Engineer In Charge</td>
<td>Executive Engineer, Municipal Corporation Greater Jaipur</td>
</tr>
<tr>
<td>1.4</td>
<td>Stipulated period of completion</td>
<td>03 Months</td>
</tr>
<tr>
<td>2</td>
<td>Language &amp; Law of Contract</td>
<td>English and Indian Contract Act 2572</td>
</tr>
<tr>
<td>3</td>
<td>Address &amp; contact details of the Contractor</td>
<td>As per “Annexure– “H”</td>
</tr>
<tr>
<td></td>
<td>Address &amp; contact details of the Procuring Entity/Engineer-phone, Fax, e-mail.</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Subcontracting permitted for contract value</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>5</td>
<td>Technical Personnel to be provided by the contractor</td>
<td>As per ‘Annexure-I'(FormatI-3)</td>
</tr>
<tr>
<td></td>
<td>Penalty, if required Technical personal not employed</td>
<td>As per Annexure– I(Format:I-3)</td>
</tr>
<tr>
<td>6</td>
<td>Specifications</td>
<td>As per “Annexure–E”</td>
</tr>
<tr>
<td></td>
<td>Drawings</td>
<td>As per “Annexure– N”</td>
</tr>
<tr>
<td>7</td>
<td>Competent authority for deciding dispute under Dispute resolution system</td>
<td>Commissioner, Municipal Corporation Greater Jaipur</td>
</tr>
<tr>
<td></td>
<td>Appellate Authority for deciding dispute under Dispute resolution system</td>
<td>Commissioner, Municipal Corporation Greater Jaipur</td>
</tr>
<tr>
<td>8</td>
<td>Period of submission of updated construction program</td>
<td>15 days after signing of contract agreement and every month thereafter.</td>
</tr>
<tr>
<td>9</td>
<td>Competent authority for granting time permission</td>
<td>Commissioner, Municipal Corporation Greater Jaipur</td>
</tr>
<tr>
<td>10</td>
<td>Milestones laid down for the contract</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>If yes, details of milestone</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Compensation(to Procuring Entity) for Delay</td>
<td>As per terms of Contract</td>
</tr>
<tr>
<td>11</td>
<td>List of equipment for lab</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Time to establish</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Penalty for not establishing lab</td>
<td>-</td>
</tr>
<tr>
<td>12</td>
<td>Defects Liability Period for the Work</td>
<td>-</td>
</tr>
<tr>
<td>13</td>
<td>Competent authority for determining the rate</td>
<td>Commissioner, Municipal Corporation Greater Jaipur</td>
</tr>
<tr>
<td>14</td>
<td>Any other condition for breach of contract</td>
<td>-</td>
</tr>
</tbody>
</table>
| 15               | Penalty                              | Penalty shall be recovered from  
|                  |                                      | a. Security deposit as per clause 20 of General Conditions of Contract; and  
<p>|                  |                                      | b. Compensation imposed as per clause15 from performance security (Guarantee) including additional Performance Security (Guarantee), if |</p>
<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Particulars</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Performance guarantee (Security) shall be valid upto--</td>
<td>any, as per Conditions of Contract, whichever is higher.</td>
</tr>
<tr>
<td>17</td>
<td>Security deposit to be deducted from each running bill Not Applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum limit of deduction of Security Deposit ----</td>
<td></td>
</tr>
<tr>
<td>18 (1)</td>
<td>Price adjustment shall be applicable -</td>
<td></td>
</tr>
<tr>
<td>18 (2)</td>
<td>Weightages of Component in the work As per Annexure R</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>32.1 Mobilization and Construction Machinery Advance applicable -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>32.2 If yes, unconditional Bank Guarantee -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>32.3 If Yes Rate of Interest -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>32.4 If Yes, Type and Amount that can be paid -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>32.5 If Yes, Recovery of Payment -</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>33.1 Secured Advance Payable -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>33.2 If Yes, Amount of Secured Advance -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>33.3 If Yes, Conditions for Secured Advance -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>33.4 If Yes, Recovery of Secured Advance -</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Completion Certificate–after physical completion of work As per Annexure–U</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Completion Certificate–after final payment on completion of the work.</td>
<td>As per Annexure–V</td>
</tr>
<tr>
<td>22</td>
<td>Salient features of some of the major labour laws that are applicable As per Annexure–W</td>
<td></td>
</tr>
</tbody>
</table>
Annexure–N

(See clause 10 of Section 3 of GCC)

DRAWING

The drawing of the proposed facility with Equipment positioning has to be submitted by the bidder within a month of signing LOI.
Annexure–O
(See clause 13 of Section 3 of GCC)

DETAILS OF MILESTONE

The bidder should give the proposed time schedule milestone for construction of the facility.
Annexure–P
(See clause 15 & 19 of Section3 of GCC)

PENALTY

- In case the installation of said plant is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Procuring Entity’s default or Force Majeure, the compensation shall be levied on the contractor at the rate of Rs. 500 per day of delay limited to maximum of Rs.50,000.

- If the rejects form the processing of municipal waste is more than 25% of the total waste a penalty of Rs.100 per MT shall be imposed on the contractor.

- If the contractor fails to treat at least 50% of the total waste consequently for 30 days a penalty of Rs.500 per day shall be levied from the start date of shut down.

- If the plant remains shut down for more than 15 days or material is not processed for more than 15 days without any genuine reason a penalty of Rs.500 per day from the start date of shutdown shall be imposed on the contractor.

- The decision of Commissioner, Municipal Corporation Greater Jaipur shall be final and binding upon both the parties.
Annexure – Q

List of Equipment for Quality Control Laboratory

-
Annexure–R

Price

The Amount that shall be paid by the bidder annually to Municipal Corporation Greater Jaipur has to be quoted by the bidder on lump sum basis.

The Successful bidder has to deposit a Bank Guarantee against the amount quoted by the bidder to be paid to Municipal Corporation Greater Jaipur annually in advance as Security Deposit.

The annual amount quoted by the bidder in the price bid shall be paid by the bidder to Municipal Corporation Greater Jaipur in four equal installments on quarterly basis. For any delay in the payment of royalty amount by the contractor shall attract an interest of 12 % per annum.

The amount quoted by the successful bidder shall be increased by 5% every year on the previous year’s amount. The revision in the rate shall be done on 1st of April every year.

The assets including machines and civil works shall be transfer to Municipal Corporation Greater Jaipur in good working condition at the end of the contract term.

In case at the hand over the Project the machines are not in good working condition and requires maintenance, it shall be done by the bidder at his own cost.
ANNEXURE–S

BANK GUARANTEE FORMAT
FOR MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE

Not Applicable
Annexure–T

BANK GUARANTEE FORM FOR SECURED ADVANCE

Not Applicable
Annexure-U

PHYSICAL COMPLETION CERTIFICATE

Name of Work:

Agreement No. __________________ Date ____________

Amount of Contract Rs__________________________

Certified that the above-mentioned work was physically completed on ............... (Date) and taken over on ...................(Date) and that I have satisfied myself to best of my ability that the work has been done Properly.

Date of issue

Engineer In Charge

_________________
Annexure-V

FINAL COMPLETION CERTIFICATE

Name of Work: ____________________________

______________________________________________

______________________________________________

Agreement No. ____________________________ Date: ____________

Name of Agency: ________________________________

Certified that the above-mentioned work was physically completed on (date) and taken over on (date).

I have satisfied myself to best of my ability that the work has been done properly. Date of Issue: _______

Engineer In Charge

Municipal Corporation Greater Jaipur
Annexure–W

Salient Features of Some Major Labor Laws Applicable

(a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days’ (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

(c) Employees P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contributions by the Procuring Entity plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
   i. Pension or family pension on retirement or death as the case may be.
   ii. Deposit linked insurance on the death in harness of the worker.
   iii. Payment of P.F. accumulation on retirement/death etc.

(d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(e) Contract Labor (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labor and in case the Contractor fails to provide, the same are required to be provided by the Principal Procuring Entity by Law. The principal Procuring Entity is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Procuring Entity if they employ prescribed minimum (say 20) or more contract labor.

(f) Minimum Wages Act 1948: The Procuring Entity is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.

(g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

(j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing prescribed minimum (say, 200, or 50). The Act provides for laying down rules governing the conditions of employment by the Procuring Entity on matters provided in the Act and gets these certified by the designated Authority.
(l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and Procuring Entity’s. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) Child Labor (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation so employment of children in all other occupations and processes. Employment of child labor is prohibited in building and construction industry.

(n) Inter-State Migrant Workmen’s (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Procuring Entity of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Procuring Entity to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.
The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Inspection: The inspection shall be done by the technical team of Municipal Corporation Greater Jaipur.</td>
</tr>
<tr>
<td>2</td>
<td>The Municipal Corporation Greater Jaipur shall not be responsible for any of the taxes, duties, GST and levies imposed on supplier.</td>
</tr>
<tr>
<td>3</td>
<td>The Supplier shall provide a Performance Security as mentioned in bid document. The Performance Security shall be denominated in Indian Rupees only.</td>
</tr>
<tr>
<td>4</td>
<td>The types of acceptable Performance Securities are: Bank guarantee /FDR issued by a Scheduled/ Nationalized bank located in India, acceptable to Municipal Corporation Greater Jaipur.</td>
</tr>
<tr>
<td>5</td>
<td>Performance Security shall be released as follows: Performance security will be released at the end of contract duration.</td>
</tr>
<tr>
<td>6</td>
<td>(a) The successful bidder, Engineer in charge of Municipal Corporation Greater Jaipur or firm/ person appointed by Municipal Corporation Greater Jaipur may jointly conduct inspections and testing of the Goods. Any faults and defaults shall be rectified by the bidder at his own cost.</td>
</tr>
<tr>
<td>7</td>
<td><strong>Successful Bidder shall do Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP Model as per tender conditions and shall carry out day to day running, operation and maintenance of plant for a duration of 10 years. The Successful Bidder will have full rights on all the products and by-products and will be free to sell all the products and by-products recovered/ made from this plant during entire contract duration of 10 years. The contract may be extended further based on performance of the PPP partner and consent of both the parties.</strong></td>
</tr>
</tbody>
</table>
Section 5

FORM OF AGREEMENT

This agreement, made on the day of ______________ between (name and address of Procuring Entity) (herein after called “the Procuring Entity) and (name and address of contractor) here in after called "the Contractor" of the other part.

Whereas the Procuring Entity is desirous that the Contract or execute (name and identification number of Contract) (hereinafter called "the Works") and the Procuring Entity has accepted the Bid by the Contract or for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. ______________

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Procuring Entity to the Contractor or as here in after mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.

3. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein 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.

4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
   i. Letter of Acceptance
   ii. Contractor’s Bid
   iii. Condition of Contract: General and Special
   iv. Contract Data
   v. Bid Data
   vi. Drawings
   vii. Bill of Quantities and
   viii. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed where of the parties there to have caused this Agreement to be executed the day and year first before written. The Common Seal of _____ was here unto affixed in the presence of:

Signed, Sealed and Delivered by the said __________________ in the presence of:

Binding Signature of Procuring Entity……………………………

Binding Signature of Contractor………………………………..
To,
Commissioner
Nagar Nigam Greater Jaipur,
Jaipur

Dear Sir,

Subject: Price Bid of Tender for Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP Model Inclusive of all current applicable Taxes, Levies and Surcharge etc.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Work</th>
<th>Annual Amount to be paid to Nagar Nigam Greater Jaipur (In Rs.)</th>
<th>Annual Amount to be paid to Nagar Nigam Greater Jaipur (In words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual amount to be paid by the contractor to Nagar Nigam Greater Jaipur as royalty for processing Installation, Commissioning, Operation and Maintenance of 50 TPD Capacity Material Recovery Facility for Municipal Waste generated in Nagar Nigam Greater Jaipur Area at Sewapura on PPP (Considering 50 tons of Raw Garbage for 300 days)</td>
<td>0.00</td>
<td>INR Zero Only</td>
</tr>
</tbody>
</table>

Note: Annual amount quoted by the bidder in the price bid shall be paid by the bidder to Municipal Corporation Greater Jaipur. The amount quoted by the successful bidder shall be increased by 5% every year on the previous year’s amount. The revision in the rate shall be done on 1st of April every year.

Total Amount in Words

Seal and Signature of the Bidder/ Company
Designation.

Date… … …

Note: On the Letter head of the Bidder and to be signed by the bidder.
Constructed Shed for MRF Plant at Sewapura
GENERAL RULES AND DIRECTIONS
FOR THE GUIDANCE OF CONTRACTORS

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

The form of invitation to tender will state the work to be carried out, 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 tender and the amount of the [xxxx] 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 drawing and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the 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 a 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 in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person, who submits percentage rate 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 conditions 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 a separate tender 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 contractor(s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders. (Form RPWA 20A) In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor who shall sign copies of the specifications and other documents mentioned in Rule 1. In the
event of a tender being rejected, the Earnest Money forwarded with such unaccepted 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 Accountant, Cashier 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 of tools and plant 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 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 debar 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 am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same."

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated scheduled rates, 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(s) of the Contractor (with a photograph and signature attested), 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 Clause 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 tender to work shall not be witnessed by a Contractor or Contractors who himself/herself, if he/she have tendered or who may and has have tendered for the same work, before to observe the secrecy of the tenders will tender tenders if the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check, there are some discrepancies, the following procedure shall be followed:

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

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

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

(iv) In case where percentage is given but the 'above' or 'below' not scored, 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 tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.

19. The tender documents show already 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 initiated. 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 capacity and working experience to execute the work of the nature and magnitude.

21. The Chief Engineer or other duly authorised 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 order to do so, the Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.

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1 Substituted by orders 55-1/34 F32/1998 dated 13-7-2004 ( Gazette No 428 2004) with immediate effect
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>2</td>
<td>3</td>
<td>4</td>
<td>5</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 start 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 [xxxx] and other action under agreement

27. The tender documents shall be issued to those contractors only having valid enlistment 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 enlistment rules.

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

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

* Deleted word: "Performance Guarantee" by Order No. 25/2009 dated 27.3.2009 vide order No. 12/2011 with immediate effect.
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 condition so far as applicable.

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

Memorandum

(a) General description of work .................................................................

(b) Estimated cost

Rs........................................................

(c) Earnest money

Rs......................@ 2% for enlisted contractors outside their
zone and 1½% within their zone of enlistment

(d) 4[xxxx] Security Deposit:

(i) The security deposit @ 10% of the gross amount of the running but shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, PDR 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 deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.

(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 provisions of the conditions of contract annexed hereto and of the Notice Inviting tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs._ _ _ is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited in the

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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.

<table>
<thead>
<tr>
<th>Signature of Witness</th>
<th>Signature of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Witness's address &amp; occupation</td>
<td>Address of Contractor</td>
</tr>
</tbody>
</table>

Date

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

Dated the ___________ Engineer-in-charge
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 word "Performance Guarantee or" by Order No.F.2(4)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, 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, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time 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>(......days)</td>
<td>(......days)</td>
<td>(......days)</td>
<td>(......days)</td>
<td></td>
</tr>
<tr>
<td>B. Work to be completed in terms of money</td>
<td>1/8th</td>
<td>3/8th</td>
<td>3/4th</td>
<td>Full</td>
</tr>
<tr>
<td>(Rs......)</td>
<td>(Rs......)</td>
<td>(Rs......)</td>
<td>(Rs......)</td>
<td></td>
</tr>
</tbody>
</table>

1. Deleted words "Performance Guarantee" by Order No. F.2(44)/ID/Exp.41/19 dated 21.3.2010 (Circular No. 128/2009) with immediate effect.
C. Compensation payable by the contractor for delay attributable to contractor at the stage of:

Delay upto 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) + 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 percent 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 conditions, he shall be liable to pay compensation as prescribed in foregoing 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 an 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,

(iii) 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 \([xxx]\) 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, \([xxx]\) Enlistment Security or the

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1 Decided by Order No. 19 (A)/ED/Exp. 31/99 dated 25-1-2001 (Circular No. 12/2001) with immediate effect.
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 therefor, authorize such
extension of time, if any, as may, in his opinion, be necessary or proper, if the period of
completion of contract expires before the expiry of the period of one month provided in this
Clause, the application for extension shall be made before the expiry of the period stipulated
for completion of the contract. The competent authority shall grant such extension at each
such occasion within a period of 30 days of receipt of application from contractor and shall
not wait for finality of work. Such extensions shall be granted in accordance with provisions
under clause (2) of this agreement.

Clause 5 A : Monthly Return of Extra Claims

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

Clause 6 : Final Certificate

On completion of the work, the Contractor shall send a registered notice to the
Engineer-in-charge, giving the date of completion and sending a copy of it to the officer
accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to
give him a certificate of completion, but no such certificate shall be given nor shall the work
be considered to be complete until the contractor shall have removed from the site on which
the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the
dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about
which the work is to be executed or of which he may have possession for the execution
thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements
of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt
and filling of pits on or before the date fixed for completion of the work, the Engineer-in-
charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and
the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits,
as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred,
and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid,
except for any sum actually 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 places.)

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 uncompleted 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 its conclusion, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 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 6 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.

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-à-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 all times, open to inspection by the Engineer-in-charge. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional Officer's Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 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 used 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 persons to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-
charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be born by the Contractor.

Clause 10 B: Penal rate in case of excess consumption

The Contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department. At double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Material Supply and Consumption Statement, in prescribed Form RPWA 33A, 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, omission, 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 (iii) 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 12.A.

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

(a) For buildings, compound wall plinth level or 1.2 metres (4 ft.) above ground level whenever 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 subsoil 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 he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from 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, so specified, in whole or in part, as the case may be, remove the materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost and in the event of his failing to do so, within a period to be specified by the Engineer-in-Charge in his demand, as aforesaid, then the Contractor shall be liable to pay compensation, at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent. While his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

Clause 15: Work to be 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 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 due to the Contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

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

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge’s stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, 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.
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 proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

Clause 19: **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 therefore, actually performed under the contract.

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

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of 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) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
(iii) Chief Engineer-cum-Addl. Secretary of the concerned department.
(iv) 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 else-where. The value of such stores and articles, as may be supplied to the Contractor by the Engineer-in-charge, will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

Clause 25: **Lump-sums in estimates**

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

Clause 26: **Action where no Specification**

In case of any Class of work for which there is no such specification as is mentioned in 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 can not be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

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

The rates for several items of works, estimated to cost more than Rs. 1,000/- agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned 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 works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, 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, hereinafter called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 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 benefits 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 alongwith 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 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 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

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 therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) 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.

1Clause 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[3 months] (both the conditions should be fulfilled), the price,

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**

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

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

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

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

\(V_M\) = 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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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).

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).

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

**C**

**Bitumen**

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

\( V_b \) = 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**

\[ V_f = 0.75 \times \frac{P_f - F_o}{100} \times R \frac{F_o}{F_i} \]

\( V_f \) = 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.

\( F_i \) = 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.

\( P_f \) = Percentage of fuel and lubricants components 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**

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

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_CO = 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 wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).
P_C = Percentage of cement components (excluding cement supplied by the Department).

(F) Steel

\[ V_S = 0.75 \times \frac{P_S}{100} \times R \times \frac{(L_{SI} - L_{SO})}{L_{SO}} \]

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 wholesale 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:

\[ P = \frac{P_0}{100} \times MP \times \frac{W_0(D)}{W_0} + \frac{MP_0}{15} + \frac{W_0(1)}{W_0} \]

Where:

D = 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.

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

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

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

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 movables.

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:

   (a) Labour-----------------------------------percent
   (b) Material-----------------------------------percent
   (c) Bitumen-----------------------------------percent
   (d) Diesel and Petrol--------------------------percent
   (e) Cement-------------------------------------percent
   (f) Steel--------------------------------------percent

   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 \(1\) [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 \(1\) [6 months] then

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escalation would be payable only in respect of value of work in excess over ¹[Rs.50 lacs] from the date of satisfying both the conditions.

9. Where originally stipulated period is ¹[6 months] or less but actual period of execution exceeds beyond ¹[6 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 ¹[Rs.50 lacs].

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

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

12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceed more than ¹[Rs.50 lacs], no escalation is admissible.

13. Similarly, if cost of works increases more than ¹[Rs.50 lacs] but completion period including extended period attributable to government is less than ¹[6 months] no escalation is admissible.

14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non-publication of indices for concerned quarter by the RBI.

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

16. In case at the time of executing agreement, both the conditions (completion period ¹[6 months] and amount of work ¹[Rs.50 lacs] for admissibility of price escalation are not fulfilled and subsequently 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 ¹[Rs.50 lacs] and in period of work beyond ¹[6 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 cited 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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¹ Substituted by Order No. F.2 (4)/FD/ExpIII/69 dated 13-7-1969 (Cir. No. 262606) with immediate effect.
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 of 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 any 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 due.

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>Unit</th>
<th>Rupees</th>
<th>Place of Delivery</th>
</tr>
</thead>
</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 and Return</th>
</tr>
</thead>
</table>

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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>
</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 works 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 wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

(7) Fines and deductions which may be made from wages:

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

(a) Fines.
(b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
(c) Deductions for damage 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 1 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 rupees 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 note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned. In case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labourers will be made by the Executive Engineer after the Labour Commissioner has given decision on such appeal.

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

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 late attendance.
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. Malfunctioning or sewing down work.
12. Giving of 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 authorised 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 Chowkhs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows with Chowkhs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Shapes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bars Mild Steel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheets plain, G.I.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ---- Corrugated G.I. etting, Wire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belts Tower</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Locks, Mortice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ---- Rim</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hinges, Butt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---- do ----</td>
<td></td>
<td></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:  
Engineer-in-charge  

Date:  
Contractor

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

1. Columns 2, 3 and 4 must be initialialed and dated by the contractor.
2. Column 4 must be initialialed 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, as and 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-I. 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--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
redeemed 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 | Claims to be preferred |
| from 1st to 15th March. | before 20th March |
| (b) Transactions taking place during the period | Claims to be preferred |
| from 16th to 23rd March. | 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 "799- 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. 18(4)92/TA/237 dated 16-5-93, 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 alongwith 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**
*(Referring to 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>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<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 vouches 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 ————. 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

133
**Part - II**

Abstract Account of Debts, 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>April Closing Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

And so on for the remaining months of the year

Total

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

Divisional 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></td>
<td></td>
<td></td>
<td></td>
<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 date=______ 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.

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 impeding 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: 
Place: 
Signature of bidder
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 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.
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

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

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

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

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

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

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

6. Grounds of appeal:

   ……………………………………………………………………………………………………………………………

   ……………………………………………………………………………………………………………………………
   (Supported by an affidavit)

7. Prayer:

   ……………………………………………………………………………………………………………………………

   ……………

Place ……………………………
Date ……………………………
Appellant’s Signature
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 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 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 labours 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.
चेन — पत्र

मैं एलद् — द्वारा इस बात की सहमति देता/देती हूँ कि यदि कुछे उक्त कार्य का
कार्याविषय मिलता है तो

1. मैं कार्य करने से पूर्व, कार्य के दौरान एवं कार्य पूर्ण होने के पश्चात् 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, निदिटी इत्यादि हटाकर रखूंगा तथा कार्य पूर्ण होने के
पश्चात् कार्य स्थल से शेष निर्माण सामग्री, निदिटी मलबा इत्यादि हटाकर कार्य
पूर्ण होने की सूचना अधिशासी अभियंता कार्यालय में फोटोग्राफ सहित
प्रस्तुत करूंगा।

हस्ताक्षर

संवेदक का नाम —

फर्म का नाम —