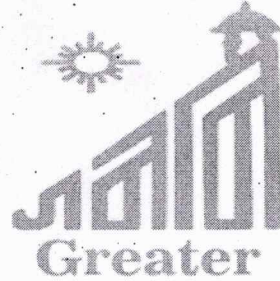


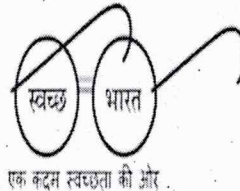
NAGAR NIGAM GREATER JAIPUR



REQUEST FOR PROPOSAL

For

**Selection of PIU under SBM for implementation of SWM
Guidelines for Nagar Nigam Jaipur Greater**



2025

**Commissioner's Office
Pt. Deen Dayal Upadhaya Bhawan, Tonk Road,
Jaipur, Rajasthan, 320005**

Website: www.jaipurmc.org

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The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for Project Implementation Unit and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Project Background

Jaipur is located on 26° 55' north latitude and 75° 49' east longitude. Its municipal boundary extends from 26 degree 46 minutes north latitude to 27 degree 01 minutes north latitude and 75 degree 37 minutes east longitude to 76 degree 57 minutes east longitude. The city is surrounded by the Nahargarh hills in the north and Jhalana in the east, which is a part of Aravalli hills - ranges. To the south and the west of the city are also prevailing hillocks but they are isolated and discontinuous in formation. The southern end of the city is open to plain and stretches far and wide towards Sanganer and beyond. The walled city was originally located on the rocky street to provide an easy drainage system on either side of the city but the. Future expansion of the city took place on the south and west on the alluvial plains formed in the confluence's zone of the Amani Shah nala in the west and Jawahar Nagar nala in the east and beyond.

Since ULBs faces various new and second-generation issues related with health, sanitation, waste management which has to be addressed in time bound manner. Despite many efforts on the part of the government, target could not be achieved. One of the main reasons is lack of knowledge as well as awareness of scientific and environmentally sound waste management systems and techniques. Hence NNGJ plans an effective campaign to educate and popularize various environment friendly measures, create enabling environment to bring about an attitudinal and behavioral change.

Being an environmentally sensitive city, the ULB is looking for an agency that will help in ensuring effective compliances w.r.t. above mentioned rules/ acts/ notifications but also contribute in building the city image as Green and Swachh (Hygiene) City, through rigorous public/ stakeholder consultation, undertaking Swachh Bharat Mission activities and undertaking various capacity building exercises besides other supporting activities related to Waste Management, Sanitation and Health/ Hygiene.

For ensuring sustainability of these waste management & sanitation services, with SWM Rules, 2016 From entire Municipal Corporation Jurisdiction area including the extended area SWM & Sanitation Services.

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1. INTRODUCTION

1.1 Background

In pursuance of the above, the Authority has decided to carry out the RFP for Selection of Project Implementation Unit under SBM for implementation for implementation of Sustainable Solid Waste Management. The Authority intends to select the Project Implementation unit through an open competitive bidding process in accordance with the procedure set out here in.

1.2 Sale of RFP Document

RFP document can be downloaded from the website of eprocrajasthan.gov.in, jaipurmc.org and sppp. However, the bids of only those Applicants shall be considered for evaluation who have made online payment of Rs 5000 /- and Processing Fee Rs. 1500 / -for the RFP document, without which bids will not be accepted. The RFP Fee is to be submitted by bidder by making online payment only against this RFP.

1.3 Validity of the Proposal The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date.

1.4 Brief description of the Selection Process

The Authority which the "Commissioner, Nagar Nigam Jaipur Greater" has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted online. In the first stage, a technical evaluation will be carried out as specified. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores.

1.5 Currency payment

All payments to bidders shall be made in INR in accordance with the provisions of this RFP. Bidders may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by bidders.

1.6 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

| | | |
|-------|--|--------------------|
| (i) | Bid document Downloading and Submission Start Date and time |at 06:00PM |
| (ii) | Bid document Downloading End Date and time |Up to 05:00PM |
| (iii) | Last date and time of Online submission of technical proposal and financial proposal |Up to 05:00PM |
| (iv) | Opening of bid online (Technical proposal only) |at 06:00PM |

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Scope of Proposal

2.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Bid are specified in this RFP.

Applicants are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP.

2.2 Conditions of Eligibility of Applicants

Bidder must have a selected team which have minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

| S. No. | Particulars | Qty. | Qualification & experience |
|--------|--|------|---|
| 1 | Project Head (SWM Expert) | 1 | (Minimum experience of 4 years+) & minimum experience of 2 years in Swachh Survekshan), graduate in environment / management/ civil engineering/management/ rural management/ MSW/ BSW/ or equivalent degree. |
| 2 | ICT Expert | 1 | (Minimum project experience of 2 years+) & minimum experience of 1 years in Swachh Survekshan), graduate in any computer related degree/ or equivalent degree |
| 3 | Graphic Designer Cum Social Media Expert | 1 | (Minimum project experience of 2 years), Graduate in any stream with skills in graphic designing/ animation/ CADD with experience in designing, graphics and creatives OR Degree of Mass Communication/ Marketing/Public Relations or equivalent with a Minimum Work Experience of 3Years |
| 4 | IEC Expert | 1 | (Minimum project experience of 2 years+) & minimum experience of 1 years (Swachh Survekshan), graduate in environment / management/ civil engineering/management/ rural management/ MSW/ BSW/ or equivalent degree |
| 5 | Documentation + MIS Expert | 2 | (Minimum project experience of 2 years+) & minimum experience of 1 years in Swachh Survekshan), graduate in environment / management/ civil engineering/ management/ rural management/MSW/ or equivalent degree |
| 6 | Zone Incharge | 7 | Graduate in any stream with 2 years of experience in relevant field |

2.1 Technical Eligibility Criteria:

- 2.2.1 The Applicant shall be a private company, partnership firm, and proprietor. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with its Proposal.
- 2.2.2 Applicants must have a valid GST registration in India.
- 2.2.3 Applicant should have the experience of having executed 3 government projects related to IEC Activity within solid waste management at ULB level. Evidence for the same in the form of work order/satisfactory certificate to be attached with the bid.
- 2.2.4 Applicant should be able to evidence an experienced SWM team, ready for deployment within 7 working days of the contract being awarded.
- 2.2.5 Applicant should not have been blacklisted by any government agencies in India (original affidavit signed by the legal representative to be attached).
- 2.2.6 Applicant should have average minimum Turnover of 5.00 Crores in last 3 financial years as per form-C (Certificate by Chartered Accountant to be attached for the same).
- 2.2.7 The Applicant must have at least an office in India which is operational for a period of last three years or more.

Scope of Work:- NNGJ intends to institutionalize a holistic, integrated, sustainable and environment friendly system in the city in line with the objective of "Swachh Bharat Mission 2.0". Keeping this in view, the consultant needs to inspect and study the existing practices of sanitation and provide all technical inputs/ advisory support to NNGJ, be it relate to procurement does preparation, MIS report preparation, filing management and other field support services, as required or necessary for meeting the objectives. The major scope of work shall include:

Implementation of technical and economically viable sanitation and waste management plan in compliance with rules along with following:

- a) To provide advisory services to NNGJ in regard to Swachh Bharat Mission (SBM) 2.0 and Swachh Survekshan, ODF+, ODF++, Water+ & achievement of garbage free city protocol/ star rating etc.
- b) Preparation of Short-term Goal Plan to achieve objective of Swachh Bharat Mission.
- c) To prepare action-time-bound plan for implementation of projects relate to Solid Waste Management, Sanitation and any other supporting activities that compliment Swachh Bharat Mission 2.0.
- d) To provide technical advisory services in monitoring, supervising and implementing SBM 2.0.
- e) To help NNGJ to make procurements to support SBM 2.0 and undertake various activities with support of NNGJ to achieve the set objectives.
- f) To organize capacity building programs, workshops, seminars and cross-learning visits etc. for NNGJ staffs.
- g) Preparation of various procurement documents relate to (as desired by NNGJ):
 - Construction & Demolition Debris Management & Disposal
 - Water bodies/ floating drains sustainable cleaning & management
 - Engagement of NGO for carrying out awareness activities about Waste Management and Swachh Bharat Mission
 - Construction of required number of Public/ Community/ IHHLs (Toilets)
 - Swachhta Ranking Exercises/ Star City/ Garbage Free City
 - Water+ (Treatment of Storm Water Drain / STP etc.).
- h) Act as Project Management Consultant for Solid Waste Management in NNGJ area.
- i) Preparation of plan so as to make NNGJ a Garbage free city.
- j) Prepare / Design a practicable and efficient Sanitation and Solid Management System for all zones of NNGJ.
- k) Based on the strategy for each of the Zone, Design the RFP for activities / services that are

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to be run departmentally, outsourced or run through PPP system.

- l) Assist corporation in selection of appropriate technologies for management of municipal solid waste.
- m) To act as bid manager for call of RFP for appointment of Agency for waste management in different zones.
- n) Proposals prepared by consultant shall have to be approved from the department and consultant there after shall prepare tender documents in respect of each component of the project and assist the department to finalize the contractors.
- o) Assist NNGJ in the process of Tenders and selection of appropriate Concessioner / Private partner.
- p) Design systems to ensure true & correct observations of the monitoring parameters during the execution of the Agreements and departmental system. Strategize areas where Consultancy can be engaged.
- q) Design policies for public grievances and complaint redressal.
- r) Suggest best practice to address the gaps in present solid waste management system.
- s) Monitoring Work Progress about the compliance of agreements and scope of work by the concessioners as per the agreed Time Schedule.
- t) Suggest modern methods to improve solid waste management practice in the city

Quantified Deliverables of PMC under SBM & SWM:

- 1) To seek data from various departments and upload the same on regular monthly basis, as per MOHUA SBM direction, time to time.
- 2) To undertake at least one (1) operational inspection every month in compliance with the SWM rules & Hon'ble NGT directions/ orders of Legacy Dumpsite Remediation Facility, C&D Facility, Waste 2 Energy Facility, Compost facilities (Centralized/ Decentralized), MRF facilities, Door to Door Waste Collection & Transportation Services; Infectious/ Hazardous/ Biomedical wastes disposal arrangements and facilities; Faecal septage management (de-sludgers & decanting operators); STP.
- 3) To undertake at least one (1) inspections of minimum 2 (Two) Bulk Wastes Generators; 2 (Two) industries; 2 (Two) commercial complexes, 1 (One) water bodies & 2 (Two) residential societies in compliance with SWM rules and rules made thereunder every month.
- 4) To undertake at least 07 workshops of Capacity Building of all Stakeholders within or outside the premise of NNGJ on SBM & SWM good practices, every month.
- 5) To help in identifying 2 such people from different sectors and backgrounds whose services can be recognized by NNGJ on SBM, SWM, Sanitation, Environment, Social Cause, Unique Practices. These people shall be awarded & recognized on monthly basis for all 12months in any of the Capacity Building Seminar/ Workshop organized on weekly basis.

Scope of work include all IEC work as required as SBM-2.0 specially for behavioral change , different work are assign to each person required to perform these objectives are as given below :

Scope of work for PMC Team Members:-

1. PROJECT HEAD (SWM Expert):-

1. Customized Plan for Efficient Door to Door Collection, Segregation, Transportation & Processing:
 - Develop a tailored plan for the systematic door-to-door collection of waste.
 - Implement a four-level segregation process to enhance efficiency.
 - Oversee the transportation of waste to processing facilities.
2. Plastic Waste Management Action Plan:

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- Formulate a comprehensive action plan specifically focused on plastic waste.
- Provide guidance on the practical implementation of the action plan.
- 3. Monitoring and Reporting:
 - Regularly monitor all SWM activities.
 - Identify and report any gaps or issues to the Municipal Commissioner.
- 4. Assessment and Analysis:
 - Conduct a realistic assessment of the quantity, characterization, and classification of Municipal Solid Waste (MSW).
 - Analyze the current waste management scenario and make predictions based on the assessment.
- 5. Review and Proposal:
 - Evaluate existing MSWM practices in municipalities.
 - Propose improvements for waste collection, segregation, transportation, waste reduction, reuse, recycling, and appropriate waste management technologies.
- 6. Resource Planning and Implementation Strategy:
 - Plan the necessary resources for effective implementation.
 - Develop a strategy for the seamless execution of the proposed SWM plans.
- 7. Review of Utility Setups:
 - Collaborate with institutional experts to review feasible utility setups.
 - Assess the ease of implementation for sustainable and reliable sanitation services.
- 8. Source Segregation Strategies:
 - Develop strategies for 100% source segregation.
 - Devise incentive structures to promote source segregation and recycling, including exploring decentralized treatment options at the ward level.
 - Promote Self Help Groups (SHG's) for carrying out awareness campaigns for segregation of waste.
- 9. Transportation Plan:
 - Provide guidance on a detailed transportation plan from primary and secondary collection points to processing or landfill plants.
- 10. Transfer Station Analysis:
 - Evaluate the need for Transfer Stations.
 - Outline basic design features for efficient operation.
- 11. IEC Campaign Models and Enforcement Plans:
 - Develop models for Information, Education, and Communication (IEC) campaigns.
 - Propose plans for enforcing SWM regulations.
- 12. Technical Support for IEC and Sanitization:
 - Provide technical support for effective IEC campaigns.
 - Assist in implementing sanitization measures as part of SWM activities.
- 13. Tender Document Preparation:
 - Prepare comprehensive tender documents for SWM projects.
- 14. MIS Portal Management:
 - Support in managing Management Information System (MIS) portals for various Swachh initiatives, including Swachh Survekshan and ODF/water plus protocols.
 - Stay updated on all portal-related developments and ensure their integration into the SWM framework.
- 15. Support in Social media management as per SBM guidelines
- 16. Define role and responsibility of the Solid Waste Management Unit and prepare job descriptions of the key staff involved in solid waste collection along with proposal of user fees collection system for Jaipur city.
- 2. ICT Expert:-
 1. ICT Integration of SWM Process Management:
 - Guide the Urban Local Body (ULB) on integrating ICT solutions into different stages of the SWM process, including waste collection, transportation, processing, disposal, and resource management.



2. Pilot Testing Innovations in ICT Technology:

- Spearhead pilot tests for innovative ICT technologies, such as a Toilet Locator app, Monitoring of Public Toilets O&M (Operations & Maintenance), Geo-tagging of trucks and bins for SWM, Citizen Grievance Redressal App, etc.

3. ICCC Monitoring and Route Rationalization:

- Monitor the Integrated Command and Control Center (ICCC) operations and provide guidance on effective methods to ensure route rationalization for the optimal utilization of resources in waste management.

4. Guidance on ICT Applications:

- Provide guidance on the implementation of various ICT applications for tracking daily cleaning of roads, door-to-door collection, and disposal of garbage, enhancing efficiency and transparency in SWM processes.

5. Digitization of Waste Collection Routes:

- Guide the ULB in digitizing waste collection routes, utilizing ICT tools for efficient planning, scheduling, and monitoring of waste collection activities.

6. Promotion of Cleanliness through ICT:

- Provide strategies and guidance on leveraging ICT solutions to promote cleanliness and enhance the quality of life for residents. This includes the implementation of ICT-based solutions for smart waste removal and processing.

7. Overall Target of SWM:

- Emphasize the overall target of SWM, which involves monitoring, collecting, treating, and disposing of smart waste in a cost-effective, environmentally friendly, and socially satisfactory manner.

8. Guidance on Profiling through ICT:

- Advise the ULB on the use of ICT-based applications for profiling, including geo-tagging and managing information related to waste generation/collection points, categorized spots (e.g., recycling facilities, dumpsites), vulnerable spots, water bodies, storm water drains, and other relevant locations.

-The overarching goal is to enhance the efficiency, transparency, and effectiveness of SWM processes through the strategic integration of ICT solutions. This includes not only the operational aspects of waste management but also the utilization of technology for citizen engagement, monitoring, reporting, and overall improvement of the cleanliness and sanitation environment within the urban area.

3. Graphic Designer Cum Social Media Expert: -

1. Social Media Strategy Development:

- Work on developing and implementing a comprehensive social media strategy to increase online presence.
- Collaborate closely with Zone/IEC (Information, Education, and Communication) and MIS (Management Information System) experts for synergy.

2. Swachh Manch Portal Expertise:

- Possess in-depth technical knowledge of the Swachh Manch portal.
- Ensure timely and accurate posting of all relevant activities conducted across all wards in the Urban Local Body (ULB) on the portal.

3. Content Development:

- Develop relevant and engaging content for social media posts to attract and maintain followers.
- Craft content that aligns with the objectives of the SBM and encourages interaction from the online community.

4. Post Attractiveness and Hashtags:

- Ensure that posts are visually attractive and utilize appropriate hashtags to increase visibility.
- Aim for reposts and retweets from SBM government bodies by highlighting the impactful work being done.

5. Technical Knowhow of Digital/social media:

- Possess technical expertise in the use of digital and social media platforms.

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- Stay updated on emerging trends and technologies in the social media landscape.
- 6. Framing Activities:
 - Skillfully frame and present SBM-related activities on social media platforms.
 - Highlight achievements, milestones, and ongoing initiatives effectively.
- 7. Branding and Promotion Strategy:
 - Contribute to the development and execution of an overall branding and promotion strategy.
 - Ensure that social media activities align with and reinforce the SBM brand.
- 8. Round-the-Clock Real-Time Reporting:
 - Establish a real-time reporting system for monitoring social media metrics and engagement.
 - Provide regular updates on the performance of social media campaigns.
- 9. High-Quality Content Creation:
 - Keep followers interested by creating and sharing high-quality content.
 - Maintain a balance between informative and appealing content.
- 10. Frequent Page Updates:
 - Commit to frequent updates on social media pages, ensuring a regular posting schedule (e.g., two or three times per day).
- 11. Social Media Strategy Management:
 - Develop, implement, and manage the overall social media strategy for the SBM.
 - Oversee the execution of the strategy to achieve desired objectives.
- 12. Content Management:
 - Manage and oversee the content posted on social media platforms, ensuring consistency and alignment with SBM goals.
- 13. Campaign Success Measurement:
 - Measure the success of every social media campaign, analyzing key performance indicators and adjusting strategies accordingly.
- 14. Stay Up-to-Date:
 - Stay up to date with the latest social media best practices and technologies.
 - Adapt strategies based on evolving trends and audience preferences.
- 15. Informative and Appealing Content:
 - Ensure that content is both informative and appealing, catering to the interests and needs of the target audience.
- 16. Collaboration with SWM Development Teams:
 - Collaborate with Solid Waste Management (SWM) development teams to ensure coordinated communication and alignment of messaging.
- 17. Creative Designing:
 - Undertake creative designing as per requirements, contributing visually appealing elements to social media posts.
 - By effectively managing social media presence and content, the expert aims to amplify the impact of SBM initiatives, engage the online community, and foster a positive perception of the mission's activities.
- 4. Documentation Expert + MIS Expert:-
 - Collection and Transportation:
 1. Ward List and Details:
 - Develop a comprehensive list of all wards in the Urban Local Body (ULB), including residential, commercial, and institutional areas with details on the number of gates in each area.
 2. Contract Documentation:
 - If waste-related activities are outsourced, develop copies of contracts, Memoranda of Understanding (MoUs), or official engagement letters.
 3. Door-to-Door Collection Details:
 - Develop details of wards practicing 100% door-to-door collection, including staff and vehicle deployment plans.
 4. Sweeping Activity Reports:

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- Develop report formats for sweeping in commercial, public, and residential areas, including activity logs, roster reports, and evidence of continuous monitoring of visible eyesores.
- 5. Sanitation Staff Information:
 - Develop a list of all sanitation staff (contractual, temporary, permanent, third-party, informal waste pickers) with phone numbers and provided Personal Protective Equipment (PPE).
- 6. Recognition and Training:
 - Develop a list of recognized sanitation staff linked with government schemes, detailing the type of training imparted.
- 7. Plastic Ban Notification:
 - Develop a notification enforcing the ban on non-biodegradable plastic bags/products, in compliance with Plastic Waste Management Rules 2016.
- 8. Initiatives Report:
 - Develop a detailed report on all initiatives undertaken by the ULB to reduce dry/wet waste generation, including photographs and campaign details.
- Processing and Disposal:
 1. SWM DPR and City Plan:
 - Maintain/develop a Solid Waste Management Detailed Project Report (SWM DPR) or Swachh City Plan, including a calculation sheet for daily waste generation.
 2. Processing Facility Records:
 - Maintain a logbook record for processing facilities, showing daily wet and dry waste received and processed.
 3. Hazardous Waste Logbook:
 - Maintain a logbook for domestic hazardous waste, indicating collection and treatment details.
 4. C&D Waste Management:
 - Develop a public notification for Construction and Demolition (C&D) waste management.
 5. C&D Waste Vehicles and Usage:
 - Document details of vehicles for C&D waste management, user charges, fines collected, and material used/processed.
 6. Quantity of C&D Waste:
 - Document the quantity of stored, segregated, processed, and recycled C&D waste from bulk and non-bulk generators.
 7. Sanitary Landfill Status:
 - Provide documents indicating the status of sanitary landfill sites, including those under construction or with tenders called.
 8. Remediation Sites:
 - Document details of remediation sites within the ULB and their completion status.
- Revenue and Training:
 1. Revenue and Operational Cost:
 - Develop a summary sheet showing revenue collected under SWM (user charges, property tax) and total operational costs.
 2. Training of Staff:
 - Develop a list of ULB staff and sanitation workers (including informal waste pickers) trained in operational areas through workshops and e-learning platforms.
- Sustainable Sanitation:
 1. Connection Systems Report:
 - Develop a report showing the number of households, commercial institutions, establishments, and public area CTs/PTs connected to closed systems.
 2. Sewered and Non-sewered Areas:
 - Sum the number of connections in both sewer and non-sewered areas.
 3. Faecal Sludge Management Plan:
 - Develop a calculation sheet/DPR/Faecal Sludge and Septage Management (FSSM) Plan showing the

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amount of faecal sludge generated and collected in the ULB.

4. Desludging Operator Details:

- Document details of desludging operators, their vehicles, and copies of challans levied by the ULB on users.
- This comprehensive documentation aims to provide a clear record of waste management activities, ensuring transparency, compliance, and effective monitoring of the Swachh Bharat Mission's goals.

5. IEC & Zone Incharge :-

For all kind of IEC activities guidance and implementation support to bring behavioral change shall be done like -

1. Monitoring Waste Collection:

- Monitor the proper collection of waste from its source, ensuring adherence to guidelines and procedures.

2. Daily Operations Monitoring:

- Monitor the daily operations of the Solid Waste Management Plan, equipment, department employees, Household Hazardous Waste, and recycling programs.

3. Data Evaluation:

- Evaluate data, plans, trends, and issues related to solid waste disposal and the overall operation of Municipal Solid Waste (MSW) management.

4. Staff Training Assurance:

- Ensure that staff is properly trained to comply with permits, solid waste guidelines, and procedures on a daily basis.

5. Garbage Vulnerable Points (GVP):

- Guide on monitoring GVPs and facilitate the removal of such points through regular monitoring.

6. Beautification Work:

- After the removal of GVPs, provide guidance on beautification work to be carried out by the Urban Local Body (ULB).

7. Identification of RWA & BWGs:

- Identify Residential Welfare Associations (RWA) and Bulk Waste Generators (BWG) in each ward of the zone that generate more than 50/100 KGS of waste in a day.

8. Waste Processing through RWA & BWG:

- Provide guidance on setting up decentralized processing units in specific RWAs and BWGs for on-site waste processing.

9. 3R Activities Implementation:

- Implement activities related to Reduce, Reuse, and Recycle (3R) practices in waste management.

10. Route Coverage Monitoring:

- Guide on maintaining a register for the number of households covered in a ward/route and checking the routes covered by vehicles on a daily basis.

11. Waste Segregation Guidance:

- Provide guidance on how solid waste can be collected in four bins (WET, DRY, SANITARY WASTE, DOMESTIC HAZARDOUS) by Door-to-Door Vehicles on a daily basis in a segregated form.

12. Route Planning:

- Guide the development of route plans for Door-to-Door collection agencies or ULB staff, ensuring effective coverage of households and shops.

13. Monitoring of CT/PT & Urinals:

- Monitor the cleaning and maintenance of Community Toilets (CT), Public Toilets (PT), and urinals following SBM guidelines as required.

14. Litter Bins Installation:

- Identify spots for litter bin installation and facilitate the installation of litter bins by the ULB at identified locations to prevent non-littering.

15. Litter Bins Monitoring:

- Monitor the proper lifting of waste from litter bins and minimize damage to litter bins by ULB

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sanitation staff.

16. Deployment Chart:

- Develop a deployment chart ("Patrak") for the deployment of sanitation workers, monitoring their working areas according to the designated plan.

17. Attendance of Safai Sathis:

- Monitor the daily attendance of sanitation workers using face recognition/biometric systems to ensure 100% cleaning of the ward through the deployment chart.

18. Training of Sanitation Staff:

- Conduct monthly training programs for sanitation staff to enhance their skills in professional cleaning of roads, streets, and to safeguard their health.

19. C&D Points Monitoring:

- Monitor Construction and Demolition (C&D) waste spots and impose penalties on individuals for dumping C&D waste on roads.

20. Thematic Drives:

- Guide on conducting thematic drives according to the SBM calendar for awareness in citizens.

21. Plog Run:

- Conduct Plog Runs as required for creating awareness in all wards.

22. Spot Fines:

- Work with the ULB to impose spot fines for activities prohibited under Solid Waste Management rules/Swachh Bharat Mission, such as non-segregation, littering, and the use of single-use plastic.

Note – All the work as suggested in scope of work shall be anytime changed (quantum of each activity, manpower quantity can be increased or decreased) as per directions of Commissioner, NNGJ. The said changes shall be in accordance of Swachh Sarvekshan Guidelines implementation.

6. Other Conditions: -

- a) All the deployed staff will be dressed professionally, wearing formal attire, and will carry ID cards approved by the ULB."
- b) Successful bidder will follow CPHEEO manual 2016 (solid waste management rules).
- c) All other works as directed by Commissioner; Nagar Nigam Jaipur Greater shall be in the scope of work.

2.3.1 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from solid waste management services during each of the 3 (three) financial years preceding the PDD and the amount received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.3.2 The Applicant should submit a Power of Attorney while signing the document.

2.3.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.3.4 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.3.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information

2.3

Conflict of Interest

2.3.1

A bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be

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disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.3.2 The Authority requires that Project Implementation Unit provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.4 Number of Proposals

No bidder shall submit more than one Application for bidding.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process. Also, the salaries to be paid shall be more than minimum wages of the state to the staff deployed on various post by the bidder.

2.6 Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant/bidder

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause mentioned in RFP;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause mentioned in RFP herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

- 2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to accept or reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject any or all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore and shall be acceptable to all bidders.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right

to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

A. DOCUMENTS

2.9 Contents of the RFP

- 2.9.1** This RFP comprises the Disclaimer set forth here in above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance

Request for Proposal

- 1. Introduction
- 2. Instructions to Applicants
- 3. Criteria for Evaluation
- 4. Fraud and corrupt practices
- 5. Pre-Proposal Conference
- 6. Miscellaneous

2.10 Clarifications

- 2.10.1** Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail () so as to reach before the date mentioned in the NIT. "Queries concerning RFP for Project Implementation Unit shall be sent to the office of "The Commissioner, Nagar Nigam Greater Jaipur " The Authority shall endeavor to respond to the queries within the period specified prior to the date mentioned in the RFP. The Authority will post the reply to all such queries on the Official Website and no copies thereof will also be circulated to Applicants who have purchased the RFP document without identifying the source of queries.

- 2.10.2** The Authority reserves the right not to respond to any queries or provide any Clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.

- 2.11.2** All such amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

- 2.11.3** In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD if needed.

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

- 2.12.1** The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it

must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13
2.13.1

Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online.

2.13.2

The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified by a notary public shall accompany the Proposal.

2.13.3

Applicants should note the Date mentioned in the RFP, as specified in Clause for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of Date mentioned in the RFP as specified in RFP. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14

Technical Proposal

2.14.1

Applicants shall submit the digitally signed technical proposal online at eprocrajasthan.gov.in, jaipurmc.org and sppp in the formats (the "Technical Proposal").

2.14.2

While submitting the Technical Proposal, the Applicant shall ensure that:

- (a) The Bid Security is provided as per the provisions.
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) power of attorney executed as per Applicable Laws;
- (d) RFP;
- (e) Failure to comply with the requirements spelt out in this RFP shall make the Proposal liable to be rejected.

2.14.3

The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.4

The proposed team shall include experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that bidders should be able to complete Project Implementation Unit within the specified time schedule. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of bidder.

2.14.5

The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of

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the Authority there under.

2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as Project Implementation Unit either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or bidders, as the case may be.

2.14.7 In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority

2.15 Financial Proposal

2.15.1 The Financial Proposal shall be submitted online only and digitally signed in the formats at APPENDIX-IV (the "Financial Proposal") clearly indicating the total cost of Unit in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal of Unit, these shall normally cover remuneration for all manpower, management charges of agency, lodging, boarding, food expenses, travel expenses - local or outstation of all staff working for the project. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall consider all expenses. For the avoidance of doubt, it is clarified that all compliance shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. Only GST shall be paid as extra if applicable. No price escalation shall be paid to the bidder.

(iii) Costs shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Technical & Financial Proposal online only.

Online Submission: Digitally Signed scanned copy of "Technical Proposal" shall be uploaded in the prescribed format and supporting documents along with Bid Security. Similarly, the original, "Financial Proposal" shall be placed in a digitally marked Financial Proposal and shall contain the financial proposal in the prescribed format. The completed Proposal on or before the specified time mentioned in the RFP. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of bidders under the Agreement.

Offline Submission: N/A



- 2.17 Proposal Due Date
- 2.17.1 Proposal should be submitted on the Proposal Due Date specified.
- 2.17.2 The Authority may, in its sole discretion, extend the Date mentioned in the RFP by issuing an Addendum in accordance with the RFP.
- 2.18 Late Proposals
- Proposals received by the Authority after the specified time as mentioned in the RFP shall not be eligible for consideration and shall be summarily rejected.
- 2.19 Withdrawal of Proposals
- 2.19.1 The Applicant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be:
- submitted in accordance with Clause 2.16 shall be clearly marked WITHDRAWAL; and
 - Received by the Client prior to the deadline prescribed by the Client for submission of Proposals.
- 2.19.2 Proposals that are withdrawn in accordance with Clause 2.19.1 shall be returned unopened to Project Implementation Unit.
- 2.19.3 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
- 2.20 Bid Security / EMD
- 2201 The Applicant shall furnish as part of its Proposal, a bid security as per NIT by making online payment on the client's web portal; acknowledgement receipt of the payment made shall be duly attached with the e-bid document.
- 2202 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2203 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2204 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy here under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- If an Applicant submits a non-responsive Proposal;
 - If an Applicant engages in any of the Prohibited Practices specified in RFP.
 - If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25;
 - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in 2.28 respectively; or
 - If the Applicant is found to have a Conflict of Interest as specified in RFP
- 2.21 Performance Security
- 221.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter*

alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal.

2212 An amount of the value 5% to be deposited in the form Bank Guarantee/Fixed Deposit/ NSC etc. in name of Nagar Nigam Jaipur Greater.

2.22 Evaluation Process Award Criteria

The bidder whose marks are highest as per QCBS criteria shall be awarded the tender and will be the successful bidder.

Evaluation points –

| S. No. | Particulars | Criteria | Maximum Marks |
|--------|---|---|--|
| 1 | Project of - Consultancy work experience – (Project Management Unit / city support unit/Project Management Consultancy, Project Implementation Unit) for local body of population more than 10 lakhs in past 3 years. | Experience of working in one or more local body. | Work order / agreement showing satisfactory working from LOCAL BODY One ULB – 5 Two ULB – 10 Three ULB- 15 Four ULB – 20 Maximum Marks- 20 |
| 2 | Experience in managing/ handholding of bulk waste generators for disposal of waste generated at source | Work order / agreement of any local body. | Work order / agreement + certificate from LOCAL BODY - 5 marks Maximum Marks- 05 |
| 3 | Agency should have valid ISO Certificates | ISO REGISTRATION – 1 Marks for Each ISO ISO 14001:2015 ISO 18001:2007 ISO 9001:2015 SA 8000: 2014 ISO 30409:2016 | Accredited certificates to be submitted Total marks - 5 Maximum Marks- 05 |
| 4 | Achievement and award under SBM 2.0 A. Any ULB received 5/7 star for whom bidder has worked. B. ODF++ certification achieved by at least 2 ULB's C. Water + certificate achieved by at least one ULB. | Work order/certificate provided by the ULB of population more than 10 lacs to be submitted | 1. Any one ULB received 5/7 star for whom bidder has worked. – 5 marks 2. ODF++ certification achieved by at least 2 ULB's – total 5 marks – 2.5 marks for each ulb 3. Water + certificate achieved by at least two ULBs. – 10 marks – 5 marks for each ulb. Maximum Marks-20 |

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| | | | |
|----|--|--|--|
| 5 | Experience of social media management, creative designing, PR management for swachh bharat mission/ solid waste management work for any ULB or social media management, creative designing, PR management for any Govt. Department/Autonomous Body | Work order / agreement of any local body. | 10 marks Maximum Marks-10 |
| 6 | The bidder should have experience of door-to-door collection & transportation of waste, processing of waste, IEC work under swachh bharat mission for any ULB. | Specific work under Swachh Bharat Mission for any local body. | Work order & agreement mentioning all the work shall be considered - 10 marks. Maximum Marks-10 |
| 7 | The bidder should have experience of managing integrated command and control center for D2D vehicles (ICT work) under Swachh Bharat mission. | One work order of Monitoring of GPS control room for solid waste management work under Swachh Bharat mission work for any ULB. | Work order /agreement and satisfactory certificate from client - 5 marks Maximum Marks-05 |
| 8 | The bidder should have experience of operation & maintenance of processing plant. | Work order / agreement shall be submitted by the bidder | One work order – 5marks Two work order – 10 marks Maximum Marks-10 |
| 9 | Methodology and work plan | Methodology and work plan shall be given by bidder | 1. Understanding of the project & pain areas – 5 marks 2. Team & Project management approach – 5 marks 3. Break up of tasks to be carried out – 2.5 marks 4. Identification of deliverables – 2.5 marks Maximum Marks-15 |
| 10 | Total | | 100 marks |

✓ **** Financial proposal:

The price bids of only technically qualified bidders who have achieved minimum 70% marks in technical evaluation would be opened for further consideration to open financial bid.

The bidder (L1), who has quoted the lowest price, will be given score of 100. The other Bidders will be allotted score relative to the score of L1, which will be;

$$\text{Financial Score} = 100 \times P_L/P$$

Where P_L = Lowest Price; offered by L1:



P = Price of the proposal being considered.

Successful bidder is who given highest score according the formula given below

$$\text{Final Score} = T + (P_L / P) * 100$$

Where

P_L: Lowest Offer Price, offered by L1

P- Price of the proposal being considered.

T- Technical Score

Weight age of Technical and Price Factor.

The total score of each bidder will be calculated by weighting the score of technical proposal and financial proposal as calculated above. The weightage for technical proposal will be 70% and the weightage for financial proposal will be 30% Based on the weighted scores, the bidder will be ranked from highest combined score to lowest combined score.

The successful bidder shall be selected on the basis of the combined highest score of the bidder in technical and financial terms.

Any effort from any bidder to influence the process of examination, Clarification, evaluation, and comparison of bids and in decision concerning the award of contract may result in rejection of bid.

Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

C. APPOINTMENT OF BIDDER

2.25 Indemnity

Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

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2.26 Award of Tender

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 14 (fourteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 2.27. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of Assignment

Bidder shall commence the Services at the Project site within 7 (seven) days of the date of the agreement, or such other date as may be mutually agreed. If Project Implementation Unit fails to either sign the Agreement as specified or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

3. Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicant/ bidders, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by bidder to the Authority in relation to tender shall be the property of the Authority.

3.1.1 Eligible Assignments and eligible bidders

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, experience relating to projects under Swachh Bharat Mission related to municipal waste management; bidders who have experience of project implementation work related to solid waste management chain and not just involved in consultancy work (implementation related to door to door collection, transportation of waste, processing of waste, IEC for behavioral change should only participate.

3.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out as per clause 2.22

Each Financial Proposal will be assigned a financial score (SF) as specified in Clause 2.22.

For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form-2 of Appendix-II, will be considered.

The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if

any, in costing any item shall not entitle Project Implementation Unit to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of Project Implementation Unit.

4.

FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or

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indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Project Implementation Unit shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Project Implementation Unit, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Project Implementation Unit/ adviser of the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in

connection with the Selection Process.

- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 5.6 An amount of Rs. 10,00,000/- is kept under Provisional Sum out of the total cost of the project which shall be utilized for capacity building, field visits, training programs/workshops, purchase of hardware etc. The approval of Commissioner, Nagar Nigam Jaipur Greater shall be taken prior to take up any work under this head. The bidder shall submit minimum two quotations for which approval is sought.



Section 4 – Financial Proposal – Standard
Forms

SCHEDULE – 1
(See Clause 1.1.3)

Selection of Project Implementation Unit under SBM for
implementation of SWM Guidelines for Nagar Nigam Jaipur Greater

Terms of Reference (TOR)

Section 4 – Financial Proposal – Standard Forms

Terms of Reference (TOR)

1. Objective(s) of the Assignment

To Provide Administrative, Technical and Support Staff for the ULB Mission for implementation of Sustainable Solid Waste Management.

- a) Dissemination of national level campaigns regarding various components of SBM Urban;
- b) Promotion of national level initiatives such as Swachh Survekshan, ODF+/- ODF++/- Water+ and Garbage Free certifications etc;
- c) Organization of national level people centric events to raise advocacy for Garbage Free India.
- d) Dissemination of State/ ULB level campaigns regarding various components of SBM-U 2.0, including through interpersonal communication.
- e) Promotion of good practices at household/ individual level, collectives, RWAs, schools/ colleges, market associations etc;
- f) Organization of promotional events (such as plog, runs, mass triggering activity, competitions etc.) related to SBM-U 2.0.

2. Scope of Services

The Project Implementation Unit Will Provide Support to the ULB's Officials Across All Mission Components, I.E.C Program Management, Capacity Building, Monitoring & Evaluation and Effective Use of ICT And Sanitation Technologies.

- To ensure segregation (Wet, Dry, Sanitary, Domestic Hazardous) of solid waste at source as per the latest toolkit of Swachh Bharat Mission, CPHEEO norms 2016 and latest MoHUA guidelines.
- Capacity Augmentation of Municipal Corporation field staff.
- Monitoring of Garbage Vulnerable Spots and Dhalaow Ghar to keep the area garbage free.
- The bidder shall take up baseline survey and submit the same to the authority for review and approval within 30 days of mobilization. The report shall be perused to the authority and subsequently the bidder has to proposed the Key Performance Indicators (KPI's) for monitoring of the KPI's.
- The bidder shall submit CV's of all the staff before mobilization to the authority and got the same approved from the authority. The authority shall promptly review the CV's and convey the decision of approval / non-approval of CV's within 7 days time.
- Promotion of Decentralized waste treatment and promotion of 4Rs (Refuse, Reduce, Reuse, Recycle) and concept in allocated wards.
- Monitoring and Reporting to NNGJ about day-to-day door to door collection in segregated manner, cleaning and maintenance of transfer station, cleaning and maintenance of all the public and community toilets, urinals and sanitation work in the wards.
- To undertake thematic cleanliness drives as per the guideline of Swachh Bharat Mission (Urban) in all slum and residential areas, schools, main markets, bus stations, railway stations, parks, hospitals, restaurants and religious places of city.
- To ensure that the defaulters list is provided to NNGJ for initiating appropriate action in accordance with the Municipal acts.
- The non-audited waste generating units should also be brought to the notice of Commissioner NNGJ for appropriate action.
- Promote and help ULB in monitoring of Primary collection and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of road side waste dumps, collection and cleaning of waste bins, cleaning of drains and cleaning of

of

entire ward area and back-lanes.

- Plan and run extensive drives and campaigns to make a plastic free city.
- Identify the existing rag pickers and submit a plan for inclusion of these rag pickers in formal system for their sustainable livelihood.
- Time frame and Penalty for deliverables:- Bidder shall submit monthly time sheet of activities undertaken by the staff. The bidder shall also submit the report for the milestones and activities carried out in the quarter and the marking score obtained as per guideline of the MoHUA. The authority may review the time sheets of the staff deployed by the agency and suggest corrective measures for the same. The authority may also ask the agency to de-mobilize the non performing staff in writing to the bidder. The bidder shall be given 14 days' time to replace the de-mobilized staff with equivalent or higher qualification. In case of failure to deploy the replacement staff within the stipulated time authority shall impose penalty of 1% of the quoted remuneration per week subject to a maximum of 10%. It is also hereby made clear that the CV's of the replaced person shall be got approved from the authority before mobilization. The authority shall give decision within 7 days of submission of CV submitted by the bidder.

3. ULB SUPPORT:- Will provide office space, computers and printers to the Selected Bidder for regular office works.

4. Time duration and Payments

The total duration of the Project shall be 9 months. The duration of the Project may be extended upon mutual agreement of Authority and bidder, at the same terms and conditions. Bidder shall deploy its Personnel as per mentioned in the RFP. The Authority shall pay fee to the project implementation unit on a monthly basis on submission of the monthly progress report to the Nodal Officer. Dedicated Nodal officer shall be appointed for payment process by the authority, once the invoice is submitted by the agency with relevant document to the nodal officer, it shall be verified and approved within 14 days by the nodal officer.

After verification of invoice and reports within 30 days payment shall be made to agency. The bid has to be quoted on fixed monthly fee towards the PMC support with desired number of resources as mentioned in the RFP. The contract payment will be made on a monthly basis to the Agency duly making deductions regarding absentees' of team member during the period of work. (if any, towards the taxes applicable as per the Government Rules). Consultant shall submit his monthly bill in the 1st week of every month. Income Tax as per statutory provision shall be borne by the Consultant. The corporation shall deduct all statutory taxes like advance Income Tax, etc. from monthly payments being made to the Consultant. The rate shall be inclusive of all taxes except GST. The GST shall be paid additionally to Project implementation Unit in accordance with applicable laws if applicable

5. Award of Contract

After completing negotiations, the employer shall issue a letter of acceptance to the successful bidder. The successful bidder will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within the time period stipulated in COD.

6. Time Schedule

| Sr. No. | Activity starting from date of award of contract | Time Schedule |
|---------|--|---------------|
| A. | Issue of Letter of Intent to the successful bidder | 1 day |
| B. | Submission of Performance Bank Guarantee | A+20 days |
| C. | Start of work after receiving work order | C + 07 days |

a) Consultation

Not later than 30 (thirty) days after Project Implementation Unit has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

b) Suspension of Agreement

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Authority may, by written notice of suspension to Project Implementation Unit, suspend all payments to Project Implementation Unit hereunder if Project Implementation Unit shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to Project Implementation Unit to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by Project Implementation Unit of such notice of suspension.

7. Termination of Agreement

(a) By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to Project Implementation Unit, such notice to be given after the occurrence of any of the events specified in this Clause 7 of TOR, terminate this Agreement if:

- (i) Project Implementation Unit fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (ii) Project Implementation Unit becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (iii) Project Implementation Unit submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which Project Implementation Unit knows to be false;
- (iv) any document, information, data or statement submitted by Project Implementation Unit in its Proposals, based on which Project Implementation Unit was considered eligible or successful, is found to be false, incorrect or misleading;
- (v) as the result of Force Majeure, Project Implementation Unit is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (vi) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (vii) NNGJ without prejudice to any other remedy for breach of contract, by notice of default sent to the agency, may terminate the contract in whole or part.
- (viii) If the agency fails to deliver any or all the services mentioned in scope of work within the time period specified in the contract or within extension thereof granted by NNGJ.
- (ix) NNGJ may terminate the contract in whole or part. The Authority may not less than 15 days written notice of termination to the bidder, such notice will be issued after the occurrence of events specified for the termination of this agreement.
- (x) If the bidder fails to perform any other obligation under the contract.
- (xi) If the bidder, in the judgment of NNGJ, has engaged in corrupt or fraudulent practices while executing the project.
- (xii) Any document or information submitted by the bidder in its proposal, based on which the agency was considered eligible or successful is found to be false, incorrect or misleading.
- (xiii) NNGJ may terminate the contract in whole or in part after giving a written notice of termination to the agency with notice period of 30 days. Such notice can be given after the occurrence of the any of the events specified in the termination clause.

(b) By Project Implementation Unit

Project Implementation Unit may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this



Clause 2.10, terminate this Agreement if:

- i) the Authority fails to pay any money due to Project Implementation Unit pursuant to this Agreement and not subject to dispute pursuant hereof within 30 days after receiving written notice from Project Implementation Unit that such payment is overdue;
 - ii) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 15 days (or such longer period as Project Implementation Unit may have subsequently granted in writing) following the receipt by the Authority of Project Implementation Unit's notice specifying such breach;
 - iii) as the result of Force Majeure, Project Implementation Unit is unable to perform a material portion of the Services for a period of not less than 30 days; or
- (c) Cessation of rights and obligations.
Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 2.23 hereof; (iii) Project Implementation Unit's obligation to permit inspection, copying and Auditing of such of its accounts and records set forth in Clause 2.2, as relate to Project Implementation Unit's Services provided under this Agreement; and (iv) Any right or remedy which a Party may have under this Agreement or the Applicable Law.
- (d) Cessation of Services
Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, Project Implementation Unit shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by Project Implementation Unit and equipment and materials furnished by the Authority, Project Implementation Unit shall proceed as provided respectively by Clauses 7 hereof.
- (e) Payment upon Termination
Upon termination of this Agreement pursuant here of, the Authority shall make the following payments to Project Implementation Unit:
- (i) Remuneration pursuant to Clause 10 hereof for Services satisfactorily performed prior to the date of termination;
 - (f) In case of any dispute between the parties, the standard dispute resolution committee will decide and the decision of the committee will be final and bound for both the parties.

8. OBLIGATIONS OF PROJECT IMPLEMENTATION UNIT

12.1 General

12.1.1 Standards of Performance

Project Implementation Unit shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and guide ULB to employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. Project Implementation Unit shall always act, in respect of any matter relating to this



Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Project Implementation Units or Third Parties.

12.1.2 Terms of Reference

The scope of services to be performed by Project Implementation Unit is specified in the Terms of Reference (the "TOR") at Annexure-1 of this Agreement. Project Implementation Unit shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

12.1.3 Applicable Laws

Project Implementation Unit shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Support Unit, as well as the Personnel and agents of Project Implementation Unit and any Sub-Project Implementation Unit, comply with the Applicable Laws.

12.2 Conflict of Interest

12.2.1 Project Implementation Unit shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

12.2.2 Prohibition of conflicting activities

Neither Project Implementation Unit nor Personnel of engaged, either directly or indirectly, in any of the following activities:

- i) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- ii) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- iii) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

12.2.3 Project Implementation Unit not to benefit from commissions, discounts, etc.

The remuneration of Project Implementation Unit pursuant to Clause 10 hereof shall constitute Project Implementation Unit's sole remuneration in connection with this Agreement or the Services and Project Implementation Unit shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and Project Implementation Unit shall use its best efforts to ensure that any Sub-Support Unit, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

Project Implementation Unit and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to Project Implementation Unit, without being liable in any manner whatsoever to Project Implementation Unit, if it determines that Project Implementation Unit has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

Without prejudice to the rights of the Authority under Clause 9 above and the other rights and remedies which the Authority may have under this Agreement, if Project Implementation Unit is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, Project Implementation Unit shall not be eligible to participate in any tender or RFP issued



during a period of 2 (two) years from the date Project Implementation Unit is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

12.2.4 Reporting Obligations

Project Implementation Unit shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

12.3 Equipment and materials furnished by the Authority

Equipment and materials made available to Project Implementation Unit by the Authority shall be the property of the Authority and shall be marked accordingly.

Upon termination or expiration of this Agreement, Project Implementation Unit shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, Project Implementation Unit shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

12.4 Deployment of Personnel

The designations and the estimated periods of engagement in carrying out the Services by each of Project Implementation Unit's Personnel are described in Annex-2 of this Agreement.

If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and Project Implementation Unit, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value.

9. OBLIGATIONS OF THE AUTHORITY

i) Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide Project Implementation Unit, its Sub-Support Units and Personnel with work permits and such other documents as may be necessary to enable Project Implementation Unit, its Sub-Support Units or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

ii) Access to land and property

The Authority warrants that Project Implementation Unit shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to Project Implementation Unit as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to Project Implementation Unit as a result thereof pursuant to Clause 7.

iii) Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or any expenses incurred by Project Implementation Unit, then the remuneration otherwise payable to

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Project Implementation Unit under this Agreement shall be increased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

10. PAYMENT TO PROJECT IMPLEMENTATION UNIT

A) Currency of payment

All payments shall be made in Indian Rupees. Project Implementation Unit shall be free to convert Rupees into any foreign currency as per Applicable Laws.

B) Mode of billing and payment

The payment shall be done on monthly basis. The monthly bills shall be submitted by the agency. The officer incharge/nodal officer designated by the municipal Commissioner shall verify the acceptable bills within 15 days from the date of submission. The payment shall be made not later than 30 days from the date of verification by the authorized person/officer incharge/nodal officer.

11. LIQUIDATED DAMAGES AND PENALTIES

i) Performance Security

- a) The balance remaining out of the Performance Security shall be returned to Project Implementation Unit at the end of 2 (two) months after the expiry of this Agreement. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to Project Implementation Unit hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

ii) Liquidated Damages

a) Encashment and appropriation of Performance Security

- b) The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to Project Implementation Unit in the event of breach of this Agreement or for recovery of liquidated damages.

iii) Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, warning may be issued to Project Implementation Unit for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. Bidder shall submit monthly time sheet of activities undertaken by the staff. The bidder shall also submit the report for the milestones and activities carried out in the quarter and the marking score obtained as per guideline of the MoHUA. The authority may review the time sheets of the staff deployed by the agency and suggest corrective measures for the same. The authority may also ask the agency to de-mobilize the non performing staff in writing to the bidder. The bidder shall be given 14 days' time to replace the de-mobilized staff with equivalent or higher qualification. In case of failure to deploy the replacement staff within the stipulated time authority shall impose penalty of 1% of the quoted remuneration per week subject to a maximum of 10%. It is also hereby made clear that the CV's of the replaced person shall be got approved from the authority before mobilization. The authority shall give decision within 7 days of submission of CV submitted by the bidder.

12. SETTLEMENT OF DISPUTES

i) Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

ii) Dispute resolution

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with

the conciliation procedure set forth in Clause 12.3.

- b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Project Implementation Unit:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

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SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority

(Signature)

(Name)

(Designation)

(Address)

2.

FORM TECH- A
LETTER OF PROPOSAL SUBMISSION

To,
[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the job for [Insert title of Assignment/ job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal with requisite EMD and bid processing fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,



Yours sincerely,
Authorized Signatory [In full
and initials]
Name and Title of Signatory:
Name of Firm: Address:

FORM TECH- B

Form-1

Particulars of the Applicant

| | |
|-----|--|
| 1.1 | Title of Project Implementation Unit: |
| 1.2 | Title of ProjectProject |
| 1.3 | State applying as - |
| 1.4 | <p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorized signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p> |
| 1.5 | <p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of</p> |

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APPENDIX-I

Form-2

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Sub: Selection of Project Implementation Unit under SBM for implementation of
SWM Guidelines for Nagar Nigam Jaipur Greater

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert Applicant's name)
will actas authorized
signatory.

I/We have agreed that..... (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of

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Form - C
APPENDIX-I

Form-3
Financial capacity of the Applicant
(Refer Clause 2.2.2 (B))

| S. No. | Financial Year | Annual turnover from solid waste management services (Rs) | Annual turnover of firm |
|---------|----------------|--|----------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| Average | | | |

Certificate from the Statutory Auditor

This is to certify that.....(name of the Applicant) has received the payments shown above against the respective years on account of waste management services.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

Q

FORM TECH – D

List of the projects relevant to the selection criteria.

| |
|---|
| Project name: |
| Name of Employer: Census 2011 Population of the ULB2021 Population of the ULB |
| Duration of Project (months): |
| Start date (month/year): Completion date (month/year): |
| |

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FORM TECH -E

Letter for Not Blacklisting (Notarized)
[Location, Date].

To,
[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted/ Debarred from any Municipal corporation or Government organization and terminated from JAIPUR NAGAR NIGAM/ withdrawn or fail to execute the services in accordance with tender/ agreement with any ULB by either Lead Bidder or Consortium

We, [Name of Firm] have not been black listed/ debarred/ terminated from Nagar Nigam Jaipur Greater of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5years. Also, neither our company or consortium has failed to take up the contract in last 3years, despite being announced as successful bidder.

Incase declaration made by us found not correct, authority has the rights to reject our proposal or agreement at any stage and forfeit our EMD and Performance Bank Guarantee For [Name of Firm],

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:



FORM TECH - F

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),..... son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the "Project Title".

Project proposed or being developed by the Nagar Nigam Jaipur Greater (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Nagar Nigam Jaipur, Greater.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Selection of Concessionaire for this PPP project

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Notes:

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- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Q

FORM TECH – G
FORMAT FOR BID SECURITY

(To be issued by the Bank, as defined in this RFP)

B.G. No.....

Date.....

1. In consideration of the (hereinafter called "Authority" which expression shall include any entity which Authority may designate for the purpose) having agreed, inter-alia to consider the bid of(hereinafter referred to the "Bidder" which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project ([Project Name]) (hereinafter called the "RFP") in lieu of the Bidder being required to make a cash deposit, we..... [name of the Bank and address of the issuing branch], hereinafter called the "Bank" which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Authority without protest or demand and without any proof or condition the sum of Rs(in words).
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forth with (and in any event within three days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (in words).
3. We, the Bank unconditionally undertake to pay to Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to Authority under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment here under and the Bidder shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until hours on the date i.e. (hereinafter called "the End Date"). Unless a demand or claim under this Guarantee is made on the Bank by Authority in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter unless extended on specific request of the Bidder in writing.



5. We, the Bank further agree that Authority shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercise able by Authority against the Bidder or any of them and to enforce or to for bear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from its liability by reason or any for bearance act or omission on the part of Authority, or any indulgence given by Authority to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
6. To give full effect to the obligations herein contained, Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for Authority to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be forceable against the bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or in solvency of the Bidder or of any individual member of the Bidder or any other party or any change in the legal constitution or in solvency of the Bidder or any other party or any change in the legal constitution of the Bank or Authority.
8. In case the bank delays in making payment within 15 days of invocation of the guarantee, the bank is liable to pay interest on the amount due @ Bank PLR beyond the 15 days from the date of receipt of invocation letter by the bank.

We, the bank under take not to assign or revoke this Guarantee during its currency except with the previous consent of Authority in writing.

Not with standing anything contained herein.

- a. Our liability under the Bank Guarantee shall not exceed (in word).
- b. The Bank Guarantee shall be valid up to [date], 20 .
- c. Unless acclaimed or a demand in writing is made upon us on or before, all our liability under this guarantee shall cease.

Signed and Delivered

On behalf of(Bank Name)

(Signature with Date)

By the hand of Mr.....

(Name of Authorized Signatory)

[SEAL OF THE BANK]

Designation

Address of the controlling office of the issuing branch with phone number and fax number to be provided by Quick Reply.

Q

APPENDIX-I

Form-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a) Technical Approach and Methodology: Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- b) Work Plan: Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c) Organization and Staffing: Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

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APPENDIX-II

Form-6

Abstract of Eligible Assignments of the Applicant^{\$}

(Refer Clause 3.1)

| S. No. | Name of Project | Name of Client | Amount received by the Applicant (in Rs crore) |
|-----------|-----------------|----------------|---|
| (1) | (2) | (3) | (4) |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

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APPENDIX-III

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Selection of Project Implementation Unit under SBM for implementation
of SWM Guidelines for Nagar Nigam Jaipur Greater

I/We, (Applicant's name) herewith enclose the Financial
Proposal for selection of my/our firm as Project Implementation Unit for Technical and
Administrative Support Unit.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due
Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RF

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APPENDIX-IV

Financial Proposal

Form-2

| S. No. | Item Description | Quantity | Estimated Rate in Rs./ person/ month | Total Amount |
|--------|--|----------|--------------------------------------|--------------|
| 1 | 2 | 4 | 5 | 6 |
| 1 | Project Head (SWM Expert) | 1 | | |
| 2 | ICT Expert | 1 | | |
| 3 | Graphic Designer Cum Social Media Expert | 1 | | |
| 4 | IEC Expert | 1 | | |
| 5 | Documentation + MIS Expert | 2 | | |
| 6 | Zone In charge | 7 | | |
| 7 | Vehicles | 2 | | |
| 8 | Stationary Charges | 1 | | |
| 9 | Communication Charges | 1 | | |
| | Total | | Grand Total Per Month | |
| | Rates to be quoted by the bidder in Rs/ person / month | | | |

Note –

1. The rate shall be inclusive of all taxes except GST. The GST shall be paid additionally to Project implementation Unit in accordance with applicable laws if applicable.
2. Joint Venture (JV) not allowed in bid process.
3. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth. (CA certified copy).
4. RTPP ACT & RULES will be applicable in bid process.

9


Item Rate BoQ

Tender Inviting Authority: Executive Engineer(P-I)

Name of Work: Selection of Project Implementation Unit under SBM for implementation of SWM Guidelines for Nagar Nigam Jaipur Greater.

Contract No: Executive Engineer(P-I)/2025-26/01

| Name of the Bidder/ Bidding Firm / Company : | | | | | | |
|--|---|---------------|------------------|--|--------------|-----------------------|
| <div> <div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div> </div> | | | | | | |
| NUMBER # | TEXT # | NUMBER # | NUMBER | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | Total Man Months | Rates to be quoted by the bidder in Rs. per person per month | TOTAL AMOUNT | TOTAL AMOUNT In Words |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | Project Head (SWM Expert) | 1 | 9 | | 0.00 | INR Zero Only |
| 2 | ICT Expert | 1 | 9 | | 0.00 | INR Zero Only |
| 3 | Graphic Designer Cum Social Media Expert | 1 | 9 | | 0.00 | INR Zero Only |
| 4 | IEC Expert | 1 | 9 | | 0.00 | INR Zero Only |
| 5 | Documentation + MIS Expert | 2 | 18 | | 0.00 | INR Zero Only |
| 6 | Zone In-charge | 7 | 60 | | 0.00 | INR Zero Only |
| 7 | Vehicles | 2 | 18 | | 0.00 | INR Zero Only |
| 8 | Stationary | 1 | 9 | | 0.00 | INR Zero Only |
| 9 | Communication Charges | 1 | 9 | | 0.00 | INR Zero Only |
| 10 | Note-The rate shall be inclusive of all taxes except GST. The GST shall be paid additionally to Project implementation Unit in accordance with applicable laws if applicable. | | | | | |
| Total in Figures | | | | | 0.00 | INR Zero Only |
| Quoted Rate in Words | | INR Zero Only | | | | |



APPENDIX XI (continued)

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 G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single 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 contracto (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

1. Deleted words "Perforance Guarantee and or" by Order No F 214 (F) Exp 1-1993 dated 13.3.2001 (Circular No. 11/2001) with immediate effect.

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 and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist 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 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/himself has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of 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 initialed. 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.

[Substituted by Order No F-104/DT/Exp/II-99 dated 19-11-2000 (Circular No. 6/2001) with immediate effect]

22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form:-

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

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

1 Deleted words "Performance Guarantee" by Order No F 2(14) D/Exp. II/99 dated 23.3.2001(Circular No. 12/2001) 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 quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- (a) General description of work.....
- (b) Estimated cost Rs.....
- (c) Earnest money Rs.....@ 2% for enlisted contractors outside their zone and 1/2% within their zone of enlistment.
- (d) ¹[xxxx] Security Deposit :
- ²[i] The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
- (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 to the

1. Deleted words "Performance Guarantee &" by Order No F 264/2001 dated 23.3.2001 (Circular No. 12/2001) with immediate effect.

2. Substituted by Order No F 264/2001 dated 23.3.2001 (Circular No. 12/2001) with immediate effect.

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 '[xxxx].

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date

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

Dated the _____ Engineer-in-charge

1. Deleted "or should I/We not furnish Performance Guarantee in Cash or in form of Bank Guarantee at the time of execution of agreement, as specified in the above memorandum in accordance with Clause I of the said Conditions of Contract" by Order No.F-2 (4)/FD /Exp III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

CONDITIONS OF CONTRACT

Clause 1 : Security Deposit

¹[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 ²[xxxx] 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 ²[xxxx] 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 ³[xxxx] 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

1 Substituted by Order No.F.2 (4)FD /Exp.III/99 dated 19.6.2004(Circular No. 21/2004) with immediate effect.

2 Deleted words "Performance Guarantee and/or" by Order No.F.2 (4)FD /Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

3 Deleted words "Performance Guarantee" 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, [xxxx] and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under he contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below :-

| | | | | | |
|----|--|----------------------|----------------------|----------------------|---------------------|
| A. | Time Span of full stipulated period | 1/4th (.....days) | 1/2th (.....days) | 3/4th (.....days) | Full (.....days) |
| B. | Work to be completed in terms of money | 1/8th (Rs.....) | 3/8th (Rs.....) | 3/4th (Rs.....) | Full (Rs.....) |

i. Deleted words "Performance Guarantee" by Order No.F.2 (4)FD/Exp.111.99 dated 23.3.2001(Circular No. 12/2001) 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 fourth of the time span. - 7.5% of the work remained unexecuted. Delay exceeding three fourth 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 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 $2.5 \times 15/30 = 1.25\%$ 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 forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

Clause 3: Risk & Cost Clause

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

- (i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or

1. Substituted by Order No.F 244(FD/Exp.III/99 dated 19.3.2004(Circular No. 5/2001) with immediate effect.

- 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 '[xxxx]' shall be liable to be forfeited and shall be absolutely at the disposal of Government.

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

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

1 Deleted by Order No.F.2(4)FD/Exp.11L/99 dated 23.3.2001(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 exerciseable 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 exerciseable 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, authorise such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this Clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 5 A : Monthly Return of Extra Claims

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

Clause 6 : Final Certificate

On completion of the work, the Contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and 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 alongwith the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed

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

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

No payments shall be made for works estimated to cost less than rupees twenty five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand, the contractor shall on submitting the bill therefor, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them 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 9 months from the receipt of

registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items alongwith justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8 : Bills to be submitted monthly

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

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

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

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

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

Clause 9 : Recovery of cost of preparation of the Bill

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

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

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

1. Added by Order No.F.2(4)FD/Exp.III/99 dated 14.8.2002 (Circular No.15/2002) with immediate effect.

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

Clause 10 : Stores supplied by Government

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

Clause 10 A : Rejection of materials procured by the Contractor

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

charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be 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 35A, shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

Clause 10 C : Hire of Plant and Machinery

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

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

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

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

Clause 12

The Engineer-in-Charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, 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 (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under the clause.
- (v) Except in case of items relating to foundations, provisions contained in sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause 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 whichever is lower, excluding items above flooring and D.P.C., but including base concrete below the floors.
- (b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determinate 1.2 metres above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling 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 failing 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 all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorised agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the purpose. Orders given

to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

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

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

Clause 17 : Contractor liable for damage done and for imperfections

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

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

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out 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. The

Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other 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 make 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 therefor, 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.
- ¹[(ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary.]
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
- (iv) Chief Engineer-cum-Addl. Secretary of the concerned department.
- (v) Chief Engineer concerned (Member - Secretary)

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

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

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

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

1. Substituted by Order No.F.2 (4)FD/Exp.III/99 dated 30.11.1999 (Cir. No 2/99) and again substituted on 9.3.2004 (Circular No. 19/2004) with immediate effect.

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, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 of the Conditions of Contract.

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

Clause 32 : Withdrawal of work from the Contractor

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

1. Added vide Circular No. 46/2010 dated 28.5.2010 and again substituted vide Circular No. 47/2010 dated 27.7.2010 for - "All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act."

to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

Clause 33 :

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

Clause 34 : Protect works

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

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

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

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

Clause 36 A :

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

Clause 36 B :

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

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

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

Clause 36 D:

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

Clause 37: Refund of Performance Guarantee and Security Deposit:

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

- (a) In case of contracts relating to hiring of trucks and other T & P transportation including loading, unloading of materials, the amount of **Performance Guarantee/Security Deposit** is refundable 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.
- ¹[(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.]
- ²[(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.]

Clause 38: Fair Wage Clause:

- (a) The Contractor shall pay not less than fair wages/minimum wages to labourers engaged by him on the works as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.
Explanation : "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers, immediately or directly employed on the work, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government from time to time in

1. Sub by Order No.F.2(4)FD/Exp.III/99, dated 15.9.2009 with immediate effect.

2. Added by Order No.F.2(4)FD/Exp.III/99, dated 15.9.2009 with immediate effect.

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

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

¹[Clause 45 : Price Variation Clause

If, during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than ²[3 months] (both the conditions should be fulfilled), the price,

1. Substituted by Order No.F.2 (4)FD/Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) with immediate effect.

2. Substituted by Order No.F.2 (4)FD/PWF&AR/99 Part-II dated 24.10.2008 (Cir. No.38/2008) for "6 months" wherever appearing in said clause.

of any materials/bitumen/diesel and petrol/cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/labour/bitumen/diesel and petrol/cement/steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

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

(A) Labour

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

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

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

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

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.

1.Substituted vide Circular No.F.2(4)FD/PWF&AR/99 Part-II dated 24.10.2008.

- L_{M0} = The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).
- L_{M1} = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).
- P_M = Percentage of material components (excluding materials supplied by the Department).

(C) **Bitumen**

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

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_0 = 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_1 = The official retail price of bitumen of 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**

$$V_f = 0.75 \times \frac{P_f}{100} \times R \times \frac{(F_1 - F_0)}{F_0}$$

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_0 = 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_1 = The average whole sale 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**

$$V_C = 0.75 \times \frac{P_C}{100} \times R \times \frac{(L_{C1} - L_{C0})}{L_{C0}}$$

1. Added by Order No.F.2(4)/FD/Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) with immediate effect.

2. Substituted vide Circular No. 38/2008 dated 24.10.2008.

- 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_{C0} = 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_{C1} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).
- P_C = Percentage of cement components (excluding cement supplied by the Department).

(F) Steel

$$V_S = 0.75 \times \frac{P_S}{100} \times R \frac{(L_{S1} - L_{S0})}{L_{S0}}$$

- 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_{S0} = 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_{S1} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).
- P_S = Percentage of steel components (excluding steel supplied by the Department).]

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

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

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

Where :

- P = Price payable as adjusted in accordance with the above price variation formula.
- P_0 = Price quoted/confirmed.
- MP_0 = Wholesale Price Index Number for metal product as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin. Revised Index Number of Wholesale Prices (Base : 1981 - 82=100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

W_o = 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 MP_o & W_o 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 = 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.

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

$W_o(1)$ = 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 & W_o 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

¹. Substituted by Order No.F.2 (4)FD /Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) with immediate effect.

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 entertained.
12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceeds 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 subsequent due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond 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 climbed 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.

1. Substituted by Order No.F.2 (4)FD/Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) 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 upto 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 49 : Dismantled Materials

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

Clause 50 : Recovery from Contractors

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

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

Clause 51 : Jurisdiction of Court

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

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

| S.No. | Particulars | Quantity | Rates | | Place of Delivery |
|-------|-------------|----------|-------|--------|-------------------|
| | | | Unit | Rupees | |
| | | | | | |

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)

| S. No. | Item | Rate | Place of Delivery and Return |
|--------|------|------|------------------------------|
| | | | |

Progress Statement referred to in Clause 2 of Conditions of Contract

| Name of Work | Date from which the work should be commenced | Date by which the work should be completed | Monthly rate of Progress |
|--------------|--|--|--------------------------|
| | | | |

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 headman or Agent employing labour on the work taken on contract.
 - (iv) "**Wages**" shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.
3. **Display of Notice regarding wages etc. :** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and in conspicuous 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 damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (i-a) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause I above.
- (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.

- (iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

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

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

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

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

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

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

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

13. **Inspection of Wage Books and Slips :** The Contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or

to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.

14. **Submission of Returns :** The Contractor shall submit periodical returns, as may be specified from time to time.
15. **Amendments:** The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorised by the State Government in that behalf, shall be final.

**SCHEDULE OF FAIR WAGE TO BE GIVEN
BY EXECUTIVE ENGINEER**

LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

1. Willful insubordination or disobedience whether alone or in combination with another.
2. The fraud or dishonesty in connection with the contractor's business or property of the Rajasthan P.W.D.
3. Taking or giving bribes or any illegal gratification.
4. Habitual 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. Malingering or sowing 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**

| Particulars | Rates which the materials will be charged to the contractor | | | Place of delivery |
|--|--|-----|-----|----------------------|
| | Unit | Rs. | NP. | |
| Doors, with Chowkhats | | | | |
| ----- do ----- | | | | |
| ----- do ----- | | | | |
| Windows with Chowkhats | | | | |
| ----- do ----- | | | | |
| ----- do ----- | | | | |
| Steel Shapes | | | | |
| ----- do ----- | | | | |
| ----- do ----- | | | | |
| Bars Mild Steel | | | | |
| Sheets plain. G.I. | | | | |
| ----do--- Corrugated G.I. etting, Wire | | | | |
| Belts Tower | | | | |
| ----- do ----- | | | | |
| Locks, Mortice | | | | |
| -----do----- Rim | | | | |
| Hinges, Butt | | | | |
| ----- do ----- | | | | |
| Hinges, Spring | | | | |
| Cement. Portland | | | | |

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

| Name of Works | Date from which the work should be commenced | Date by which the work should be completed | Monthly rate of progress |
|---------------|--|--|--------------------------|
| 1 | 2 | 3 | 4 |
| | | | |

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

APPENDIX XII
(See Rules 636 and 637)

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

I - Originating Debits : (In force upto)

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

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

(2) Action in the responding Division :

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

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

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

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

(4) Review of Registers :

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

- (a) The Registers are properly maintained.
- (b) There are no inward claims outstanding for more than 10 days without sufficient reasons; and
- (c) Prompt action is taken by the office to send the outward claims.

**II. Settlement of Inter-Divisional transactions Consequent on Advance payments
by Cheque/Bank Drafts by Indenting Divisions
(See Rule 637)**

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

- (1) The Divisions which want the stores supplied, services to be rendered or works to be executed, after obtaining the proforma invoice for supply of stores/rendering of services, etc. will be required to make advance payment. The expenditure will be debited by the said Division under a new Sub-Head "Stores/Services Advance" under the Minor Head "Suspense" or Sub-Head "Works" below Revenue or Capital Major Heads concerned by notionally reducing the budget provision to the extent of advance payment. Such advance payments made to other Divisions will not be mixed up with advance payments to the Contractors/Suppliers.
- (2) Supplying Division, on receipt of the Cheque/Bank Draft, should Minus Debit the same under a new sub-head "Stores/Services Rendered", under the same Minor Head "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 16-3-93, followed by O.M.No. 18(4)92/TA/169 dated 23-3-94 from the Controller General of Accounts, Department of Expenditure, Ministry of Finance, Government of India).

III - Originating Credits

- (1) **Action in the originating Divisions :** All transactions involving payments on account of cash recoveries etc. made by one Division on behalf of another Division will be accounted for initially under the Head "P.W. Deposits-Miscellaneous Deposits"

pending settlement in cash. The details of such transactions will be simultaneously posted in a register (Form-2). At the end of the month, a Cheque/Bank Draft will be drawn for the amount due and sent to Division concerned 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 I (1) above.

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

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

PART-I - DETAILS

Name of Division ----- Month -----

| S. No. | Reference to Stock Account Vouchers/ Transfer Entry Order | Particulars of transaction | Value of stores issued or services rendered | Date of Receipt of payment & number & date of cheque received | Remarks (including indication of the Voucher sent in support of the debits) |
|--------|--|----------------------------|---|---|--|
| 1 | 2 | 3 | 4 | 5 | 6 |

Balance B.F.

Total value of stores issued or services rendered.
Total Debit

@ less credit received during the month

@ Here give reference to the number and date of cheque

Closing Balance

No. -----

Date -----

Copy alongwith vouchers forwarded to the Executive Engineer Division. A sum of Rs. (as detailed above) is due from him on account of stores issued or services rendered to his Division during and to end of19..... He is requested to send within ten days of receipt of this claim/Cheque/Bank Draft for the total amount drawn in favour of the undersigned.

Executive Engineer

..... Division

Part - II

**Abstract Account of Debits, Credits and Balances outstanding under the Head
"Cash settlement Suspense Account"**

| S. No. | Name of Division | Opening Balance | April | | Closing Balance | And so on for the remaining months of the year | Remarks |
|--------|------------------|-----------------|--------|---------|-----------------|--|---------|
| | | | Debits | Credits | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | - - - - | |

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 :

| S. No. | Particulars of transaction | Amount | Authority | Remarks |
|--------|----------------------------|--------|-----------|---------|
| 1 | 2 | 3 | 4 | 5 |

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

Executive Engineer.

.....Division.

Enclosure: Cheque/Bank Draft. No _____

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (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 Noof

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 labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-à-Vis the Municipal Corporation Jaipur, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his subcontractors,
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

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

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

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

Clause 3 :

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

Clause 4: Safety Code

The Contractor shall follow the safety code of electricity Strictly.

Clause 5:**Near Relatives barred from tendering**

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts are 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 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 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 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 of 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 by 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.