NAGAR NIGAM GREATER JAIPUR

NIT No. – 06/2023–24
13/02/2024

Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /DismantlersAgency

For

Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency for disposal of Domestic Hazardous Waste &E-Waste in Nagar Nigam Greater Jaipur Area

स्वच्छ भारत
एक कदम स्वच्छता की ओर

2024

Commissioner's Office
Pt. DeenDayalUpadhayaBhawan, Tonk Road,
Jaipur, Rajasthan, 320005
Website:www.jaipurmc.org

NAGAR NIGAM GREATER JAIPUR

(PANDIT DEEN DAYAL UPPHADAYA BAHWAN, LAL KOTHI, JAIPUR-15)

S.No. F. 29 ( )/XEN/PROJECT-I/NNGJ/2023-24/ 152 Date:- 13.02.2024

NoticeInvitingBid

Nagar Nigam Greater Jaipur invites e-bid through online bidding for "Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency for disposal of Domestic Hazardous Waste & E-Waste in Nagar Nigam Greater Jaipur Area"through e-procurement portal http://eproc.rajasthan.gov.in from eligible bidders. Bidding will be conducted through procedures in accordance with the RTPP act 2012 and RTPP rules 2013, amended up to date and under National Competitive Bidding with bidding procedure with pre-qualification filter. E-Bid are hereby invited for the as per enclosed scope of work after giving prescribed Bid security (if applicable).Nagar Nigam Greater Jaipur invites responses from eligible bidders for "Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency for disposal of Domestic Hazardous Waste &E-Waste in Nagar Nigam Greater Jaipur Area".

Bid Security Depositin Rs.	Bid SecurityDeposit10,000/- through online in favor of Commissioner, Nagar Nigam Greater Jaipur.
Cost of BidForm in Rs.	Bidding document fee (Non-Refundable): Rs. 500/- (Rupees Five Hundred only) through online in favor of Commissioner, Nagar Nigam Greater Jaipur.
Processing Fees in Rs.	Bid Processing Fee (Non-Refundable): Rs. 500/- (Rupees Five Hundred only) through online in favor of MD, RISL
Tenure of Bid	01 Year, and can be extended for a further period of one (01) years solely at the discretion of NNGJ
NIB Publication Date and Time	14/02/2024 at 16:00 Hrs
NIB Download Start Date & Time	14/02/2024 at 17:00 Hrs
Start Date & Time for Online NIB submission of Bids	Onwards on 14/02/2024 Time: 17:00 Hrs.
End Date & Time for Online NIB submission of Bids	Online at (http://eproc.rajasthan.gov.in) End Date 21/02/2024 (up to 12:00 Hrs.)
Date & Time of Technical Bid Opening	Date 22/02/2024 Time: 16:00 Hrs.
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity Period	90 days from the bid submission deadline

NNGJ intends to follow a single stage two bid system for selection of SuccessfulBidder.TheBid documentcanbepurchased/downloadedthroughwebsitewww.sppp.rajasthan.gov.in,www.jaipurmc.org,www.eproc.rajasthan.gov.in.if any date specified herein above happens to be a holiday, then nextworking day will be considered forthat activity and time will remain same. Corrigendum or anyotherinformation,ifanywouldappearonlyonthewebsitei.e.sppp.rajasthan.gov.in,www.jaipurmc.org,eproc.rajasthan.gov.in

Note:

1. Nagar Nigam Greater Jaipur invites online bids through www.eproc.rajasthan.gov.in for following works from the bidders fulfilling eligibility criteria's. Bid cost and Processing fee shall be payable online at the website www.jaipurmc.org. Bid Security shall be payable online in favor of "Commissioner, Municipal Corporation Greater Jaipur" payable at Jaipur in form of Bank Guarantee issued by any nationalized/ scheduled bank with validity of minimum 12 months or pay online at www.jaipurmc.org (scanned receipt of which is to be uploaded online at www.eproc.rajasthan.gov.in). The interested bidder may submit their proposals online along with a Non-refundable bid fee of Rs 500/- (Rupees FiveHundred only) towards the cost of Bid Document and RISL processing fee Rs500/- (Rupees Five Hundred Only) both deposited in the account of Nagar Nigam, Greater Jaipur on website www.jaipurmc.org. The Scan Copy of receipt of online payment should be uploaded on website http://eproc.rajasthan.gov.in along with the technical bid cover.
2. Any other details or information can be received from the office of Executive Engineer (Project-I) in working hours in Municipal Corporation Greater Jaipur office, Jaipur.
3. Each bid must be accompanied by Bid Security Applicable in accordance with the provisions of "Rajasthan Transparency in Public Procurement Act 2012 &Rules 2013" website www.jaipurmc.org. NIB Document can be seen at or obtained from website http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in.This notice and bid documents are available on following site: sppp.rajasthan.gov.in, eproc.rajasthan.gov.in. A complete set of bids can be downloaded from above mentioned website/s. Bid/s shall remain valid for 90 days (Ninty days) from the date of opening of the bid.
4 The empanelled agencies will have to deposit a performance guarantee as applicable in the form of bank guarantee. Any bid without cost of bid, bid processing fee and Bid Security deposit)/ bid declaration (as applicable) as in the NIB shall be rejected as non-responsive.
5. Bidder, who procured digital certificate as per IT Act 2016 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned web site up to time and date mentioned herein above.
6. In addition to above, the scanned copies of the Original Documents should be uploaded along with the technical Bid/ cover:
   i. Letter of Technical Bid
   ii. Power of Attorney for appointing authorized representative
   iii. certificate of registration in PF/ESI/GST and PAN Card is required
   iv. All documents of Technical proposal check list enclosed should be duly filled
7. Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office of Executive Engineer (Project-I) every day except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site http;//sppp.raj.nic.in&www.jaipurmc.org
8. Bid Security deposit as per NIB is to be paid online in favor of commissioner Nagar Nigam Greater Jaipur at NNGJ website www.jaipurmc.org. No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted./ Each bid must be accompanied by Bid Security in accordance with the provisions of "Rajasthan Transparency in Public Procurement Act 2012 &Rules 2013".
9. If any Bidder withdraws his Bid prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms & conditions of the Bid within said period, which are not acceptable to the department or fails to commence the work in the specified period/fails to execute the agreement the department shall, without prejudice to any other right or remedy, be at liberty to

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

10. In case of any bidder fails to upload copy of Required Documents as mentioned in the bid document by respective bidder shall not be accepted. Any subsequent addendum/corrigendum shall be published only at the websites http://eproc.rajasthan.gov.in and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
11. Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder. Nagar Nigam Greater Jaipur shall not be responsible for any delay in submission of bid in electronic form.
12. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
13. The provisions of RTPP Act 2012 and RTPP Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and Rules thereto, the letter shall prevail.
14. Nagar Nigam Greater Jaipur reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds of Employer's action. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. All details relating to the Bid Document(s) can be viewed and downloaded from the website mentioned in NIT. Pre-qualification–Prequalification conditions, as applicable, are given in the Bid Data Sheet. Amendment to NIT, if any, would be published on website only, and not in Newspaper. At the time of submission of the Bid the eligible bidder shall be required to: pay the cost of Bid Document; deposit the Bid Security; Submit a checklist; and submit an affidavit. Details can be seen in the Bid Data Sheet.

Executive Engineer
Nagar Nigam Greater Jaipur

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Item Rate BoQ

Tender Inviting Authority: Executive Engineer (P) Nagar Nigam Greater Jaipur

Name of Work: "Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers/ Dismantlers Agency For disposal of Domestic Hazardous Waste & E-Waste in Nagar Nigam Greater Jaipur Area"

Contract No: Executive Engineer Project/2023-24/

Bidder Name :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	**Item Description**	**Royalty amount per yearly to be paid to NNGJ (In Rs.)**	**Royalty amount per yearly to be paid to NNGJ (In words)**
1	**2**	**3**	**4**
1	"Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency For disposal of Domestic Hazardous Waste & E-Waste in Nagar Nigam Greater Jaipur Area"	**0**	INR Zero only
	Note: 1). Qualified bidders matching the H1 bidder shall be invited for empanelment. 2). In case H1 bidder fails to do agreement/in case of termination of contract /termination of authorization by CPCB/RSPCB or any other statutory authority, H2 or succeeding bidder shall be invited for empanelment on the same royalty for remaining period. 3). Only the empanelled agency will be authorized to conduct e-waste & domestic hazardous waste management activities in NNGJ area. The empanelled agency will be required to pay a quoted annual royalty to NNGJ. 4). Breach of Agreement: - The failure of empanelled agency to pay NNGJ royalty for a successive period of 2 months will result in breach of agreement and the performance guarantee deposited by the agency shall be forfeited. 5). The Empanelled agency/agencies will have to ensure within 01 month of empanelment that all transactions regarding Domestic Hazardous waste & E-Waste under this agreement are conducted through an APP and Web Portal. The APP and Web Portal will have viewing rights to NNGJ. 6). Any change in taxation law by Government of India or state Government shall be applicable as per actual. Any such increase (after proposal submission due date) shall be reimbursed upon submission of documentary evidence of the same. 7). Courts at Jaipur shall have exclusive jurisdiction over the contract.		

Total in Figures	**0.00**
Quoted Rate in Words	**INR Zero only**

अधिशाषी अभियन्ता ( )
नगर निगम ग्रेटर जयपुर

CHECKLIST

ToensurethatyouroffersubmittedtoNNGJiscompletein allrespects, pleasegothroughthe following checklist&tickmark fortheenclosuresattached with youroffer:

S No.	Particulars	Details	SupportingDocumentsto besubmitted
1.	**Certificate of incorporation**	Scanned copy of Certificate of incorporation in case of Company registered under Companies Act, 1956/2013/Registration Certificate.	Copy of supportingdocuments,dulyce rtified.
2.	**Recyclingfacili ty**	The Company should have at leastoneoperationalrecycling facility.	Copy of supportingdocuments,dulyc ertified.
3.	**Experiencecert ificate**	Experience in providing e-waste recycling& scientific disposalservices for Domestic hazardous waste/e-waste.	Copy of ExperienceCertificatewithpr operauthorizationfromthe client. Firm has to submit duly certified work completion certificate from department.
4.	**Blacklisting**	As on date of submission of theproposal, the Company should nothave been blacklisted by anycentral /StateGovernment /PSU entity /SPCBinIndia. Must not be blacklisted by any Department of Government of India or of any State/or by any PSU/Autonomous Organization of Government. An Undertaking regarding non-blacklisting of the bidder by any Government Organization must be furnished by the bidder. Bids without above undertaking shall not be considered.	Affidavitbytheauthorizedsig natory.
5.	**PAN &GSTIN**	ThepartyshouldhavevalidPANand GSTIN	Duly certified CopyofGSTIN &PAN.
6.	**Bid fee/ BidProcessingF ees**	Cost of Bid Form in Rs.: Bidding document fee (Non-Refundable): Rs. 500/- (Rupees Five Hundred only) through online in favor of Commissioner, Nagar Nigam Greater Jaipur and Processing Fees in Rs.:Bid Processing Fee (Non-Refundable): Rs. 500/- (Rupees Five Hundred only) through online in favor of MD, RISL	Fees Shall be deposited online mode and duly certified soft copy of Receipt shall be submitted.
7.	**Payment**	Company shall agree to givepayment	UndertakingonCompany'sle

		of collected Domestic hazardous &e-wasteimmediately to the concerned clientoraspertheterms ofthe contract.	tter head.
8.	**Registrationwith SPCB /PCC/CPCB**	Must be registered as a Recycler/ Re-processor/Dismantler of E-Waste with Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with the Rajasthan State Pollution Control Board or State Governments dealing with E-waste/ Domestic hazardous etc. Bids received from the firms other than so registered shall be summarily rejected. Bidder has to submit and upload valid Authorization/Registration certificate of Central Pollution Control Board or Rajasthan State Pollution Control Board or any State Pollution Control Board. The Company should be registeredwith State Pollution Control Board/PollutionControlCommittee/CentralPollution Control Board(CPCB).	Valid Certificate from the StatutoryAuthority. All recycler should empanel with CPCB/RSPCB/SPCB/CPCC on or before last date of submission of bid.
9.	**DisposalFacilities**	Compulsory to have OwnedRecycling Facility.	Duly certified Supportingdocumentstobe provided.
10.	**Facilitiesavailable forcollection/management of Domestic Hazardous Waste/ E-Waste**	• Own Network with CollectionVehicles,Driversetc. • Online Web Portal and Call Centre.MobileApp	Duly certified Supportingdocumentstobe provided.

1. **NoticeInvitingBids:** TheCommissioner,Nagar Nigam Greater Jaipurinvitesonline bidsfor "Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency For disposal of Domestic Hazardous Waste & E-Waste in Nagar Nigam Greater Jaipur Area"The document containing the details of qualification criteria, submissionrequirement, brief objectives &scope of work andmethodof evaluationisenclosed.
2. **BACKGROUND:** Jaipur, the state capital of Rajasthan and the one of largest city in India. As of 2011, the city had a population of 3.1 million, making it the tenth most populous city in the country. Jaipur is also known as the Pink City, due to the dominant color scheme of its building. It is located 268 km from the national capital New Delhi. Location and Connectivity Jaipur city is in the eastern part of the Rajasthan state. It is located at 26°55′ N to 26.92°N latitude and 75°49′E to 75.82°E longitude. It has an average elevation of 431 meters. The city is located on National Highway No. 48 connecting Delhi and Mumbai.

National Highway 45 links Jaipur with Kota and National Highway 21 links Bikaner with Agra passing through Jaipur. Jaipur city is connected by rail by all major cities of India. The main station is Jaipur junction and other stations include Gandhinagar Jaipur, Durgapur, Jagatpura and Sanganer. Nagar Nigam Greater Jaipur is one of the urban local bodies (ULB) in Jaipur City. The administrative area under the Municipal Council Greater Jaipur comprises of seven zones. A Council by a 150 Members governs it. Thestrategicgeo-politicallocationofNNGJanditshistory is of great significance and hence the efficient functioning of the municipalbodyis of utmost importancelocally andnationally. However, an floating population during seasons possesschallengesformanagingthecivilservicesinNNGJarea.

Nagar Nigam Greater Jaipur has floated E-Bid for**"Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency for disposal of Domestic Hazardous Waste & E-Waste in Nagar Nigam Greater Jaipur Area".** Nagar Nigam Greater Jaipur invites the suitable proposals from registered recyclers/ dismantlers of Central Pollution Control Board or State Pollution Control Board, the experienced, financial, and technological sound entrepreneurs interested in prompt and having effective Domestic Hazardous Waste &E-Waste management policy. Further entrepreneurs need to build IT based digital platform on its own cost where all the information could be monitored like waste processed/recovered material etc. Firm has to comply all the directions and orders given by Hon'ble NGT, CPCB, RSPCB, Environment and LSG department of Government. Firm has to take necessary approvals from CPCB, RSPCB, if applicable.In certain ways the disposal of Domestic Hazardous Waste &E-waste became so, essential as it causes magnifying impact on Environment and health of the citizens, if notdisposed in scientific ways. Electronic waste contains toxic components thatare dangerous to human health, such as mercury, lead, cadmium, poly-brominated flameretardants, barium and lithium. The negative health effects of these toxins on humansinclude brain, heart, liver, kidney and skeletal system damage, also it has adverse impacton Air, Water and soil which in long run is not sustainable for environment and may disruptthewhole ecologicalcycle. ThereforethehandlingoftheseDomestic Hazardous Waste&E-Wastemustbedonewithduecare.

3. **Objective:**ProjectobjectivesarealignedwiththeobjectivesofSwachhBharatMission(Urban). Thekey objectivesoftheprojectareas following:-
   (a) Collection & Scientific Disposal/Treatment of Domestic Hazardous Waste &E-Waste in Nagar Nigam Greater Jaipur Area.
   (b) Compliance of Solid Waste Management Rules 2016 and its subsequent amended as applicable and create generateawarenessaboutDomestic Hazardous Waste management.
   (c) Compliance of E-wasteManagement Rules 2016and its subsequent amended as applicable and create generateawarenessaboutE-wasteManagement.
   (d) CapacityAugmentationofNNGJinthe desiredsectors.

4. **Scopeofwork:** NNGJ invites bid from the entities/ operators/ NGOsinterested to show case their interest in collection and disposal of Electronic Waste&Domestic Hazardous Waste Management. The broad activities include but not limited to, carryoutElectronic Waste & Domestic Hazardous Waste Management inresidential,commercial,institutional,industrial area in NNGJ. The implementation model shall include e-waste& domestic hazardous wastemanagement.Theinterestedentities/operators/NGOsmaysubmit the bid throughwebsite sppp.rajasthan.gov.in,www.jaipurmc.org,eproc.rajasthan.gov.in. TheNagar Nigam Greater Jaipur (hereinaftercalled"Employer")isinvitingonline Bid for "Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers

Agency For disposal of Domestic Hazardous waste & E-Waste in Nagar Nigam Greater Jaipur Area".

- ***Domestic Hazardous waste: Discarded paint drums, pesticide cans, CFL bulbs, tube lights, broken mercury thermometers, used batteries and contaminated gauge, etc., generated at the household level***
- ***E-waste: Printer & printer cartridges, electronic parts and equipment and others mentioned waste as per E-Waste Rules and its amendment as applicable thereof.***

- The work shall have to be executed as per agreement and specifications specified in the Bid Data Sheet/ Contract Data, and shall have to meet high standards of workmanship, safety and security. The contractor should prepare report about the daily collection of E-waste &domestic hazardous wasteon daily basis and submit the report to the Nagar Nigam Greater Jaipur on monthly basis. The formats of the reporting shall be as decided by NNGJ. Firm should also submit report in compliance of E-waste rules/MSW rules to RSPCB and submit its copy to NNGJ. Firm should also develop application and web portal for project work and also notify the collected E-waste& domestic hazardous wastedata in public domain on web portal and application.
- The selected agency is required to carry out electronic & domestic hazardous waste managementacross residential, industrial, commercial and institutional areas of NNGJ. (if any, E-waste & DHW is collected at transfer station shall be collected by the firm) Inordertoachieveit,therequiredagencyhastodevelopamechanismofcollection, transportation and recycling/ disposal in accordance with E-waste(management)Rules& SWM rules and further amendments.
- The agency to which work shall be awarded, shall conduct field survey inthe jurisdiction of NNGJ for identifying the hotspot and to engage the RWAs,SHGs, market association and other social groups like NGOs who may act as amediumforchannelizing theE-waste& domestic hazardous waste material.
- A dedicated phone no. facility will be maintained by agency where generators/RWAs can call tofacilitate pickupof thee-waste and domestic hazardous waste.
- E-waste&Domestic Hazardous Waste shall be collected & processed by the selected firm on mutual consent of citizen/organization (as per the market rates & shall be uploaded on app & web portal both). Weighment of E-waste & Domestic Hazardous Waste shall be done by the firm and data for the same is to be maintained by the firm. Selected Firm shall givepayment of collected e-waste and domestic hazardous waste (if applicable) immediately to the concerned client i.e., citizen/organization. Collectede-waste and domestic hazardous wasteshall be transported by the agency with its own resourcesto theprocessing plant/sites. NNGJ shall not give any payment to the firm for the processing of E-waste & Domestic Hazardous Waste.
- In case of any dispute arises in regards to work or payment, in that case, it will be resolved by the selected firm only. NNGJ shall not be legally or financially liable for any dispute arises. If any penalty or order imposed by any court/ consumer forum or any authority/ government department that shall be borne by the firm itself regarding the work and service provided by the firm and also non-compliance of SWM rules and E-Waste Rules as applicable.
- Agency should share the details of collaboration or sites where they will processthe collected E-waste & domestic hazardous waste.NNGJ will not pay the agency for the technology installed as well as theoperationalexpenses.
- Agency will use only those processing units, technologies which areapproved by CPCB/ RSPCB and as per E-Waste Management Rules, 2016& SWM Rules 2016 and further

subsequent amendment as applicable. After processing of the e-waste& domestic hazardous waste, the agency will provide a certificate ofdisposaltoNNGJmentioningthequantityandtechnologyusedfortheprocessing onmonthly basis.

- Agency will provide the certificate to the generator i.e., person or department/ organization regarding the safe e-waste recycling practice being followed along with the CPCB, SPCB &MoEFCC Guidelines or any other statutory provision enacted by Central Government or Govt. of Rajasthan under environment law.
- Agency has to make sure that e-waste& domestic hazardous waste is being processed as per Guidelines of NGT, CPCB, RSPCB, E-Waste Management Rules, 2016 & SWM Rule 2016 and further subsequent amendment as applicable.
- The reports of monthly collections and processing of E-waste material& domestic hazardous wastethroughall mode of collection viz. identified hotspot, through allied vendors, RWAs, SHGs,marketassociationandindividualsetc.musttobeprovidedtoNNGJbytheagency.
- Expectations from Bidder: It will be the responsibility of the entrepreneur to abide the rules and regulations for pollution control, labor law or any other relevant law of central /state Government as may be applicable from time to time for running the project. The entrepreneur shall have to comply with the existing as well as future rules and regulations issued form effective pollution control.
- **NO FINANCIAL ASSISTANCE BY NNGJ:**No financial assistance from NNGJ/Govt shall be provided to the firm.
- **APPROVALS & NOCS BY BIDDER:** Necessary approvals or NOC's required for execution of the project from Govt. of India or Rajasthan, Central State Pollution Control Board Rajasthan State Pollution Control Board, or any other institute/organization will be the responsibility of the promoter/firm/contracting organization. (If Applicable)
- **FOLLOW OF RULES:** The entrepreneur shall have to follow the rules and regulation of Government of India and State Government whenever they are enforced and shall adhere to all laws of space, statutory regulation and instruction issued by authorities from time to time.
- **FOLLOW THE GUIDELINES OF E-WASTE RULES/ SWM RULES AND ITS AMENDEMENTS:** The bidder shall use eco-friendly economical and efficient technology for collection and disposal of E-waste& domestic hazardous waste as per guidelines of E-waste Rules/ SWM Rule 2016,Central Pollution Control Board/ Rajasthan State Pollution Control Board.
- **SUBMISSION OF ACTION PLAN:** Entrepreneur/promoter shall have to submit his own details regarding "Scope of Work" and "Action Plan" for successful implementation of the project.
- **PROVIDING ALL INFORMATIONS:** The promoter shall also provide all data, documents, and information to NNGJ or any authority from time to time as prescribed, during the contract period.
- The bidder shall develop software and web portal for E-waste& domestic hazardous waste management. The bidder is required to provide web portal & mobile application on its own cost for MIS of E-waste & domestic hazardous waste management data. The details are mentioned below:-

Details	Functions

Mobile App & Web-Portal for NNGJ & Citizen	NNGJ can check waste collection details using the app. NNGJ can also check details waste category types. NNGJ can also check the e-waste/ domestic hazardous waste collected using app. With the help of this app, citizen can sell their e-waste/ domestic hazardous waste to the firms. Citizens can book the pickup, can check their historic details. The data that is available on mobile app and web portal for NNGJ.

- Bid Security willbeforfeitedifatanytime,amaterialmisrepresentationonpartofbidderismadeoruncoveredtheBidderdoesnotprovide,withinthetimespecifiedby NNGJ,thesupplementalinformationsoughtbyNNGJfor evaluationoftheProposalincasehe withdraws theofferduringtheperiodofbidvalidity.
- In case it is found during the evaluation or at any time beforeissuance of letterofempanelment/signingoftheAgreementorafterissuanceofletterofempanelment/afterexecutionofagreementandduringtheperiodofsubsistence thereof, that oneor more of the qualification conditions have notbeen met by the Bidder, or the Bidder has made material misrepresentation orhas givenany materially incorrectorfalse information,theBiddershallbedisqualifiedforthwithifnotyetempanelledfortheworkeitherby issueofempanelment letter or entering into of the Agreement & action will be takenherein above and if the Successful Bidder has already been issued the Letter ofEmpanelment and/or has entered into theAgreement, as the case may be, thesame shall, notwithstanding anything to the contrary contained therein or in thisRFP Document, be liable tobe terminated, by a communication inwritingbyNNGJto the Successful Bidder, as the case maybe, without NNGJbeing liable in any manner whatsoever tothe contractor. In such an event, NNGJshall be entitled to forfeit and appropriate the Bid Security in full, as thecase may be, as Damages, without prejudice to any other right or remedythatmay be available to NNGJunder the RFP Documentand/ or the Agreement,orotherwiseandthecontractorshallbeboundtopaysuchamountdemandedbytheNNGJwithinthespecifiedtime.

5. **EligibleBidders**

5.1.This invitation to bid is open to all Bidders/ firms registered with CPCB/ SPCB having avalid authorization and who satisfy the qualification criteria asper thebid document.Consortiumisnot allowed.

5.2 Thebiddershallsubmittheorganizationaldetailsasperannexure-I.

6. **IssueofBidDocument:** Bid document is submitted online within the stipulatedtime as mentioned in the bid document. Interested bidders can view detailed bidnoticeanddownloadbiddocumentsfromthementionedwebsitesppp.rajasthan.gov.in,www.jaipurmc.org,eproc.rajasthan.gov.in. The bidder shall submit Bid form fee of Rs.500/- online.

7. **ConflictofInterest:** All Bidders, found to be in conflict of interest, shall be disqualified. A Biddermay be considered to have a conflict of interest with one or more parties in abiddingprocess,ifthey:

i. Havecontrolling shareholdersincommon;or

ii. Havethesame legalrepresentativeforpurposes ofabid

8. **CostofBidding:**
TheBiddershallbearallcostsassociatedwiththepreparationandsubmissionofhisbidandNNGJwillin

nocase beresponsibleorliableforthosecosts.

9. **SiteVisit:** The Bidder is advised to visit and examine the service area under municipallimits of NNGJandobtain forhimself on his own responsibility allinformation that may be necessary for preparing the bid and entering in to acontract.

10. **ContentsofBiddingDocuments:**
AnyAgenda/CorrigendumissuedbyNNGJshallbethepartofbiddocument.TheBidderisexpectedtoe xaminecarefullythecontentsofthebiddingdocuments. Failure to comply with the requirements of bid submission will be atthe Bidder'sownrisk.

11. **AmendmentofBiddingDocument**

- At any time prior to the deadline for submission of bids, the NNGJmay, foranyreason,whetheratitsowninitiativeorinresponsetoaclarificationrequested by a prospective bidder may modify the bidding documents by issuingagenda.
- Any Agenda/Corrigendum thus issued shall be part of bidding documents and itwill be uploaded on the websitesppp.rajasthan.gov.in,www.jaipurmc.org,eproc.rajasthan.gov.inand will be binding on allbidders.
- To afford prospective bidders reasonable time in view of taking the addenduminto account in preparing their bids, the NNGJmay, at its discretion, extendthe deadlineforthesubmissionofbids.

PREPARATIONOFBIDS

12. **Languageof Bid:** The bid, and all correspondences and documents, relating to the bid, exchanged between the Bidder and the NNGJ, shall be written in theEnglish language. Supporting documents and printed literature furnished by the Bidder written in another language should be accompanied by an accurate translation of the relevant passages in English language, in which case, forpurposes of interpretation of the bid, the English translation shall prevail.
13. **EmpanelmentTenure:** The empanelment tenure will be foroneyears from the date of signingof MoU with the NNGJ. The empanelment tenure can be extended 01 year atmutual consent. NNGJ can cancel the empanelment any time withoutgivingany reasons.

14. **BidValidity:** Bidsshallremainvalidforaperiod of90daysafterthedate of bidopening.

15. **RefundofBid Security:** Bid SecurityDeposit of unsuccessful Bidders shall be refunded as per the RTPP Act 2012 & RTPP Rules 2013.

16. **Signing of Bid:** The bid shall contain no alterations, omissions oradditions, except those tocomply with instructions issued by then NNGJ, or as necessary to correcterrorsmadebytheBidder,inwhichcasesuchcorrectionsshallbeinitialedbythe person orpersonssigningthebid.All pages of the bid where entries or amendments have been made shall beinitialedby thepersonorpersons signing.

17. **LateBids:** Late bid shall not be accepted.

18. **SigningOfContractAgreement**

a. The NNGJ as applicable shall notify the successful bidders that this bidhas been accepted, the bidder will then have to execute the agreement with NNGJ. The Procuring Entity shall notify the successful bidder **(Highest amount Royalty paying per annum paid by bidder to Nagar Nigam Greater Jaipur)** by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

b. The successful bidder shall have to furnish Performance security and additional performance security, if any, and sign the contract agreement within 15 days of issue of LOA. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Procuring Entity to the contractor for commencement of work. In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his Bid Security shall stand forfeited without prejudice to the right of the Procuring Entity for taking action against the bidder. After the date of issue of letter of acceptance, thesuccessful bidder shall execute Contract Agreement on non-judicial stamppaper of value as per regulationof GoRwith the NNGJ as per stipulated time period mentioned in RTPP act and its subsequent amendment as applicable. Onecopy of signed agreement will be provided to the successful contractor andoriginalwillberetainedby the NNGJ.

19. **CorruptandfraudulentPractice:** TheNagar Nigam Greater Jaipurrequires that contractorsobservethehigheststandardof ethicsduringtheexecution ofsuch contracts. The Procuring Entity requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Procuring Entity:

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

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

- For the purposes of this provision, the terms set forth above are defined as follows:
  a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  b. "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  c. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  d. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

20. TheNagar Nigam Greater Jaipur willrejectaproposalforawardifitdetermines that the Bidder recommended for award has, directly or through anagent,engagedincorrupt,fraudulent,collusive,orcoercivepracticesincompetingfortheContract.

21. **Rejectionof Bids:** ThebidsareliabletoberejectediftheBidder
  (i) Doesnotsigneverypage ofeligibility bidwithsealofContractor/firm.
  (ii) Doesnotquoteratesinclusiveofdutiesandtaxesinonline/manualfinancialbid.
  (iii) Stipulatesany conditionsin thebid.
  (iv) Stipulates the bid validity period of his Bid less than what is prescribed byNNGJintheBid documents.

22. Important Points to Be Noted By the Bidder:

- This contract pertains to E-Waste Management& domestic hazardous waste Services to be provided bythe contractorto citizens/ departments of Nagar Nigam Greater Jaipur Area.
- Anychangethatwillbemadeinthe bid documentbythe Nagar Nigam Greater Jaipur, after issue of the Bid Document will be intimated tothe Bidder in the form of Corrigendum/ Addendum for incorporating thesamein the Bidbefore submittingthe bid.
- The Bidder shall be deemed to have studied the scope of works /service,specifications,termsandconditions.TheBiddershallinspectandexamine the service area and its surroundings and shall satisfy himselfbefore submitting his bid as to the nature of the work/ service &vehicles /machineriesnecessaryforthe completionof the works/ services.

23. **Rights oftheCorporation:** Nagar Nigam Greater Jaipurreserves the right to suitably increase / reducethe scope of work included in this bid document. The Commissioner NNGJat any stage can foreclose the contract without assigning any reason there ofand the same shall be binding onthe empanelledcontractors.

24. **CommencementofWork:** The date of commencement of work shall be reckoned from the10th Day after dateof issuanceofletterofaward.

25. **Omissionorfailureto undertakethe work:** Omission or failure to undertake the work assigned to the contractor or if thecontractor persistently neglects to carry out his obligations under the contractshallmakethecontractorliableforaction.Inthissituation,theCommissioner, Nagar Nigam Greater Jaipur, after giving notice to contractor shall with draw the work assigned to himbyterminatingthecontractandgivetheworkassignedtohimtoanothercontractor(thenoticeinwriti ngoftheCommissioner, Nagar Nigam Greater Jaipur shallbefinalandconclusive)shallalsobeliabletobewithdrawnfrom.

26. **Finesimposedbystatutoryauthorities:** The contractor shall comply with the provisions/ norms stipulated by the CPCB,RSPCB, Ministry of Environment, Forest& Climate Change and Hon'bleNGT from time to timeand the rules and orders issued there under from time totimefor the purpose of this project. If he fails to do so, his failure willbe breach ofthe contract and the NNGJin its discretionwithout prejudice to any other rightor remedy available in lawmay cancelthe contract. The contractor shall also beliable forany pecuniary liability arising on account of any violation by him of theprovisions of any statute. The fine imposed for non-compliance of the directions,pertinent rules/ regulations/ bye-laws/ or directions by any statutory authorityduring the contract period shallbesolelybornebythecontractor.Thebidderwillindemnify NNGJinthisregard.

27. **EVENTSOFDEFAULTContractor'seventodefault**

- AtanytimeaftertheCommencementDate,theCompetentAuthoritymayinvestigate where the Contractor has failed to properly perform the operations inaccordancewith this contract, theCompetent Authority shall issue a notice tothe Contractor,instructinghimto rectifythefailurewithin areasonabletime.
- AneventodefaultonthepartoftheContractor,whichresultsfromtheContractor being unable to fulfill his service obligations under the contract, shallbe deemed as a serious default, and is said to have occurred due to any of thefollowingcauses:
- TheContractor

  (i) HasrepudiatedtheContract,

(ii) without reasonable excuse has failed commence to Operationsinaccordancewiththiscontractand/orfailtocompletetheactivities/operationswithin thetime stipulatedforcompletion

- Grossmisconduct oftheContractor;

(i) Despite previous warning from the Competent Authority, in writing, isotherwise persistently or flagrantly neglecting to comply with any of hisobligationsundertheContract;

(ii) The Contractor persistently fails to follow Good Operating Practices inexecutionoftheContract;

(iii) The Contractors to providing the operations and the stoppage has notbeen authorizedbytheCompetentAuthority;

(iv) The Competent Authority gives notice that failure to correct a particulardefectisafundamentalbreachofcontractandContractorfailstocorrectitwithinareason ableperiodoftimedeterminedbytheCompetentAuthority;iftheContractorisinbreachofanylaw orstatutegoverning theOperations;

(v) TheContractor, in thejudgmentoftheCorporation,has engaged inCorrupt and Fraudulent Practices in competing for or in carrying out theOperationsundertheContract;

(vi) In any of the above-mentioned cases, the contractor will be liable forterminationofcontractand/ordisciplinaryaction.

28. **FORCEMAJEUREEVENT:** Any of the following events which is beyond the control of the party claiming tobe affected thereby ("Affected Party"), and which the Affected Party has beenunable to overcome or prevent despite exercise of due care and diligence, andresultinMaterialAdverseEffectshallconstituteForce Majeure Event:

(a) earthquake, flood,inundation andlandslide;
(b) storm,tempest,hurricane,cyclone,lightning,thunder or other extremeatmosphericdisturbances;
(c) firecausedbyreasonsnotattributabletotheContractororanyoftheemployees,oragentsoftheCon tractor.
(d) Actsof terrorism
(e) strikes, labour disruptions, any other disruptions or public unrest notarisingonaccountof actsoftheContractor
(f) action ofGovernmentAgencieshavingMaterialAdverseEffect,including butnotlimitedto
(g) acts of expropriation compulsory acquisition or takeover by any Governmentagency ofthelandfillsitefacilitiesorany partthereof
(h) Anyjudgmentororderofacourtofcompetentjurisdiction orstatuaryauthorityinIndiamadeagainsttheContractorinanypreceding,whichisnon-collusive anddulyprosecuted.
(i) anyunlawful,unauthorizedorwithoutjurisdictionrefusaltoissueortorenew or the revocation of any Applicable Permits, in each case for reasonother than the Contractor's breach or failure in complying with the E-waste,SWMrules2016andamendedrulesO&Mrequirementsdefined intheContract, Applicable laws, Applicable permits, any judgmentororderofanyGovernmentAgencyorofanyContractbywhichtheContractorasthecas emay beisbound.
(j) Early termination of this agreement by NNGJfor reason of nationalemergencyornationalsecurity.
(k) war,hostilities(whetherdeclaredornot),invasion,actofforeignenemy, rebellion, riots,

weapon conflict or military actions, civil war, ionizingradiation,contaminationby radioactivity from nuclearfuel, any nuclearwaste, radioactivetoxic explosion,volcaniceruptions.

(l) strikes,worktoruleactions,gosloworsimilarlabourdifficultyinthecitya sawholeandnotspecifictothework

(m) any resistance from the citizens or any other groups not allowing to performhe Project/workas stipulatedinthebid.

ForceMajeure shallnotapplyinthefollowingcircumstances andevents:-

(a) Un-availability,late delivery of the spares, vehicles, machineries,equipment's,materialsandconsumablesfortheworkonaccountinchangecost delayinmanufacture

(b) Adelayinperformanceofanyotheragencyoremployeesof thecontractor.

(c) Non-performanceofvehicles,equipment's,machineriesresultingfromwear ad tearandnotmaintainedintime.

(d) Non- performanceonaccountoffailuretocomplywithanylawsofIndiarelatedtothework.

Neither NNGJnor the Contractor shall be considered in defaulter incontractual breach to the extent that performance of obligations is prevented by aForceMajeureEventwhicharises afterthedateofissueof work order.

Upon occurrence of an event considered by the Contractor to constitute ForceMajeure and which may affect performance of his obligations, he shall promptlynotify NNJG, and shall endeavor to continue to perform hisobligations as far as reasonably practicable. The Contractor shall also notify NNJG ofanyproposals,includinganyreasonablealternativemeans for performance, but shall not effect such proposals, without the consent ofNNJG.

Upon occurrence of any event considered by NNJG to constitute ForceMajeure, and which may affect performance of NNJGs obligations, he shallpromptlynotifytheContractorandshallendeavor to continue to perform his obligations as far as reasonably practicable.NNGJshall also notify the Contractor of any proposals with the objectives ofcompleting the works and mitigating any increased costs to NNGJand theContractor.

29. **Dispute Re-Solution:** In the event that any dispute, controversy or claim arises among the Partiesin connection with or under this Agreement or the interpretation of any of itsprovisions or upon the occurrence of an event of Default any party may referthedispute,controversyorclaimtotheCommissioner,NNGJforamicablesettlement.

30. **PerformanceduringDisputeResolution:**
Pendingthesubmissionofadispute,controversyorclaimtothe Commissioner NNGJ, as the case maybe,the parties shall continue to perform all of their obligations under this Agreement,without prejudicetoa finalsettlementinaccordancewithsuch decision.

31. **GoverningLawandJurisdiction:** The agreement will be governed by the laws of India. The courts at Jaipur shallhavejurisdictionoverallmattersarising outoforrelatingtothisagreement

BidEvaluationCriteriaforQualification

32. **BIDEvaluation**

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

b) The companies whose technology, approach, mechanism, methodologies, workexperienceandfinancialcapabilitieslooksgoodshallsubmitapresentation based on which future empanelment process shall be initiated. The firm shall submit below mentioned documents for technical evaluation for the followingmarking:

S.No.	Parameters	Requirement	Proof to beenclosed	Maximum Marks
1.	**Profile of theorganization**	Minimumaverage annualturnover(Asperthebank/CA certificate) Between0.5 Cr.to1Cr. – 05Marks Between01Cr.to 2.5Cr.–10 Marks Above 2.5Cr. – 20 Marks	Certificate by CA	**20**
2.	**Experience– 1**	Experience of having successfully completed/ongoing works of e-wastemanagement/ Domestic Hazardous Wastecollection & disposal of during the last 05years. Scope of Work:- Only collection =10 Marks, Collection & transportation to ownfacility =15 Marks, Collection, Transportation to ownfacility & disposal in other's facility =20 Marks, Collection, Transportation & disposalin own facility =30Marks,	Experiencecertificateofthework executed and the contract copy	**30**
3.	**Experience-2**	The Bidder should be working forperiod in the field of e-waste/domestic hazardous wastemanagement/ Recycling Facility 20Marks	ExperienceCertificate	**20**
4.	**Plant Facilities**	**Plant Facilitiesavailableforcollection& scientific disposal/management of**	Supportingdocuments	**30**

		e-waste/domestic hazardous waste • Own Network with CollectionVehicles, Drivers etc. – 10marks • Online Portal and Call Centre – 10Marks • MobileApp–10Marks		
			TotalMarks	**100**

Inordertoqualifyforevaluationoffinancialbid,thebiddershouldsecureatleast50Marks.

FinancialCapacity: Bidders must have minimum average annual turnover of Rs. 50 Lakhs during lastthreeyearsending31stMarch2023prior to duedateof submissionofbid.

Note:-The Bid document must be accompanied by the statement of last three financialyearsof thebidderdulycertifiedbythe CharteredAccountant.

PerformanceSecurity or Guarantee:-Theempanelledagencieswillhavetodepositaperformance guarantee equivalent to one fourth of the amount of NNGJ's annual royalty quoted in the form ofbankguarantee. Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance Security of the amount, form and duration, etc. as specified in the Bid Data Sheet. Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration etc. similar to performance security. If any, amendment regarding Performance Security is done by GoR, same shall be applicable to Contractor.

FinancialBid: The bidder shall have to quote rates in format referred in Bid Data sheet. Amount shall be quoted in figures as well as in words. If any difference in figures and words found, upper of the two shall be taken as valid and correct. The bidder shall have to quote royalty amount payable to Nagar Nigam Greater Jaipur per annum. Any GST or taxes, duties etc applicable during the contract duration shall be paid by the contractor as extra as applicable. The bidder has to quote its offer in the following format:-

Sr.No.	Particulars	Annual Royalty AmounttobepaidbyAgency
1.	NNGJRoyalty	

Note:-

1. QualifiedbiddersmatchingtheH1bidder shallbeinvitedfor empanelment.
2. In case H1 bidder fails to do agreement/in case of termination of contract /termination of authorization by CPCB/RSPCB or any other statutory authority, H2 or succeeding bidder shall be invitedfor empanelment on the same royalty for remaining period.
3. Only the empanelled agency will be authorized to conduct e-waste& domestic hazardous waste management activitiesin NNGJarea.
4. NNGJ Royalty:- The empanelled agency will be required to pay a quoted annual royalty toNNGJ.
5. Breach of Agreement:- The failure of empanelled agency to pay NNGJ royalty will result in breach of agreement and the performanceguarantee deposited by the agency shall be forfeited.
6. The Empanelled agency/agencies will have to ensure within 01 month of empanelmentthat all transactions regarding e-waste & domestic hazardous waste under this agreement are conducted through anAPP and Web Portal.The APP and Web Portalwillhaveviewing rightstoNNGJ.
7. The failure of agency to comply with this condition No. 5 will be treated as breach

ofagreementby theagency andaction willbetakenaccordingly.

Annexure-I

Form:OrganizationContactDetails

a.	NameofOrganization	:	
b.	Tel.No.	:	
c.	FaxNo.	:	
d.	Email	:	
e.	YearofIncorporation.	:	
f.	NameandaddressofthepersonholdingthePowerofAttorney.	:	
g.	(i)PlaceofBusiness.	:	
	(ii)DateofRegistration.	:	
h.	NameofBankerswithfulladdress.	:	
i.	GSTNRegistrationNumber(copy).	:	
j.	PermanenteAccountNumber(copy).		
k.	AreyoupresentlydebarredBlacklistedbyanyGovernment Department/Public SectorUndertaking/AnyEmployer?(IfYes,pleasefurnisheddetails)	:	
l.	Nameanddetails(Tel/Mobile/Email)ofcontact persons	:	

Annexure-II

ApplicantExpressionofInterest

[Location,Date]

To,

Commissioner
Nagar Nigam Greater Jaipur
Commissioner's office,
Pt. DeenDayalUpadhayaBhawan,
Tonk Road, Jaipur,
Rajasthan, 320005

DearSir,

InresponsetotheInvitationforTender publishedonxx.xx.xxxxfortheabovepurpose,wewouldliketoexpressinteresttocarry outthe aboveproposed task.

Yourssincerely,

AuthorizedSignatory*[Infullandinitials]*
NameandTitleofSignatory:

NameofFirm:
Address:

Annexure-III

| | AFFIDAVIT | |

(On Non-Judicial Stamp)

I/we_____who is/are_____
(statusin the firm/ company) and competent for submission of the affidavit on behalf of M/S
_____(name of the bidder) do solemnly affirm an oath and state that: I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information inbiddocumentswhicharebeingsubmittedinresponsetonoticeBidNo._____ for_____(name of the Work) dated_____ issued by the_____
(name of the Authority).

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

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

   OR

Following close relatives are working in the department:

Name_____Post_____Present Posting_____

Signature with Seal of the bidder

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

Verified today_____(dated) at_____(place).

Signature with Seal of the bidder

Annexure-IV

ORGANIZATIONAL DETAILS

(To be enclosed with technical proposal)

S. No.	Particulars	Details
1.	Registration certificate	
2.	PAN, GST, Address Proof	
3.	Name of Organization	
4.	Entity of Authorized Registered CPCB/ RSPCB/ SPCB Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act–1956)/ Corporation	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	Details of Authorized Representative	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	
17.	Valid Authorization Certificate from CPCB/ RSPCB/ SPCB	

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

Signature of Bidder

with Seal Date:

Annexure-V

Technical Proposal

Technical Proposal shall comprise the following certified documents:

S. No.	Particulars to be submitted	Format
1.	Annexure A, B, C, D & E as per RTPP Rules.	As per RTPP Rules.
2.	GST Registration Certificate	Pl. Attach
3.	Financial and Technical Experience	Pl. Attach
4.	Annual Turnover	Pl. Attach
5.	List of technical personnel	Pl. Attach
6.	Declaration in compliance of Section 7 and 11 of the RTPP Act 2012.	Pl. Attach
7.	Declaration regarding not debarred/blacklisted by the Central Government/State Government or Any Public Sector Undertaking (On Non – judicial stamp paper of Rs 200/- duly attested by notary public)	Pl. Attach
8.	Process flow chart with manpower, vehicles for collection of Domestic Hazardous waste & E-Wasteand other necessary facilities proposed by the bidder.	Pl. Attach
9.	Documents mentioned in checklist & annexure of bid documents	Pl. Attach

Note:

1. If detailed technical proposal is not submitted in the technical bid the bid shall be rejected.
2. Technical Proposal should be duly page numbered and indexed.
3. Technical Proposal should be uploaded on website www.eproc.rajasthan.gov.in, otherwise will not be considered.

Annexure-VI

ANNUAL TURNOVER

Requirements:

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

Financial Information			
Financial Year	2020-21	2021-22	2022-23
Annual Turnover (in INR Crore)			
Average Annual Turnover			

Certified by Charted Accountant
Seal and Signature of Charted Accountant

Name of Bidder
Seal and Signature of Bidder

Annexure-VII

Declaration by the Bidder in compliance of Section 7& 11 of the Act

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

1. We possess the necessary professional, technical, financial space managerial resources and competence required by the Request for Proposal issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Request for Proposal;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract with in a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in PublicProcurementAct,theRajasthanTransparencyinPublicProcurement Rules and this Request for Proposal, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Request for Proposal, till completion of all our obligations under the Contract.

Date: Signature of Bidder

Place: Name:

Designation: Address:

Annexure–VIII

FINANCIAL BID FORMAT

(TO BE SUBMITTED ONLINE ONLY)

To,
Commissioner
Nagar Nigam Greater Jaipur,
Jaipur
Dear Sir,

Subject: Financial Bid of Royalty paid per annum for "Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency For disposal of Domestic Hazardous Waste & E-Waste in Nagar Nigam Greater Jaipur Area".

I/We do here by BID to execution of the above work within the time specified in all respects and in accordance with the specifications and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the area 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 required for the satisfactory execution of contract. Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default thereof to forfeit and pay to the Commissioner, Municipal Corporation Greater Jaipur or his successors in office the sums of money mentioned in the said conditions.

S. No.	Name of Work	Royalty amount per yearly to be paid to NNGJ (In Rs.)	Royalty amount per yearly to be paid to NNGJ (In words)
1	"Empanelment of CPCB/ SPCB Authorized Registered Waste Recyclers /Dismantlers Agency For disposal of Domestic Hazardous Waste & E-Waste in Nagar Nigam Greater Jaipur Area"	0.00	INR Zero Only

Note:

1. Only the empanelled agency will be authorized to conduct e-waste & domestic hazardous waste management activitiesin NNGJarea. The empanelled agency will be required to pay a quoted annual royalty toNNGJ.
2. Breach of Agreement: - The failure of empanelled agency to pay NNGJ royalty for asuccessive period of 2 months will result in breach of agreement and the performanceguarantee deposited by the agency shall be forfeited. The Empanelled agency/agencies will have to ensure within 01 month of empanelmentthat all transactions regarding Domestic Hazardous waste & E-Waste under this agreement are conducted through anAPP and Web Portal.The APP and Web Portalwillhaveviewing rightstoNNGJ.

On the Letter head of the Bidder and to be signed by the bidder.)

Designation and Name of Bidder
Seal and Signature of the Bidder

Annexure–IX

No._____ **Dated:_____**

LETTER OF ACCEPTANCE (LOA)

M/s._____ (Name and address of the contractor)

Subject:__ (Name of the work as appearing in the bid for the work)

Dear Sir(s),

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

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

b. Sign the contract agreement.

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

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to start the work.

Yours faithfully,

Commissioner
Nagar Nigam Greater Jaipur

Annexure–X

PERFORMANCE SECURITY

To

_____[Name of Procuring Entity]

_____

_____[Address of Procuring Entity]

_____

WHEREAS_____[name and Address of Contractor] (Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No._____Dated _____To execute_____[Name of Contract and brief description of works] (herein after called "the Contract").

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of_____[amount of Guarantee] _____(in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of__[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

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

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

Signature, Name and Seal of the Guarantor_____

Name of Bank_____

Address_____

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

Date_____

Annexure–XI

FORM OF AGREEMENT

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

Whereas the Procuring Entity is desirous that the Contract or execute (name and identification number of Contract) (hereinafter called "the Works") and the Procuring Entity has accepted the Bid by the Contract or for the execution and completion of work, with annual royalty per annum to be paid to NNGJ Rs._____

NOW THIS AGREEMENT WITNESSED as follows:

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

2. The Contractor hereby covenants to pay royalty per annumto Procuring Entity the in consideration of the execution and completion of the Works wherein become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

i. Letter of Acceptance
ii. Contractor's Bid
iii. Contract Data
iv. Bid Data
v. Any other documents listed in the Contract Data as forming part of the Contract.

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

Signed, Sealed and Delivered by the said_____in the presence of:

Binding Signature of Procuring Entity.....

Binding Signature of Contractor.....

GENERAL URLES 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 [1][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, wich propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.

5 The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contractor(s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor who shall sign copies of the specifications and other documents mentioned in Rule 1. In the

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1 Deleted words "Performance Guarantee and or" by Order No.F.2(4)(E)/Exp.(-)/99 dated 23.3.2010(Corrigendum No. 1/2010-11) 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 am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same."

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.

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

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

14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/ themselves 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.

[1][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.

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1 Substituted by Order No F.3(4)/DT(Spl)/II/99 dated 17.3.2001 (Circular No 4/2001) 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 [1][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.

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1 Deleted words "Performance Guarantee" by Order No. F.2(2)/Disp.III/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 o 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 difficultures 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

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1. Deleted words "Performance Guarantee &" by Order No. F.2(4) FD/Exp.II/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.
2. Substituted by Order No.F.2(4)FD/Exp.II/99 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 [1][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

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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 1 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 o 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

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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, [1][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.....)

1. 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.

[1][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 government) + 5 days (attributable to contractor)

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

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

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

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

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

However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this conditions, he shall be liable to pay compensation as prescribed in 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 2(4)FD /Exp.III/99 dated 19.3.2001(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 hall 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 [1][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, [1][xxxx] Enlistment Security or the

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1 Deleted by Order No.F.2 (4)FD/Exp.III/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 occassion 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 : <u>Monthly Return of Extra Claims</u>

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 : <u>Final Certificate</u>

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 : <u>Payment on Intermediate Certificate to be regarded as advance</u>

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 accuring 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 : <u>Time Limit for Payments of Final Bills</u>

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 hall 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 : <u>Action and compensation payable in case of bad work</u>

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 : <u>Work to be open to inspection : Contractor or his responsible Agent to be present</u>

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 he 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 : <u>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.</u>

The contract shall not be assigned or sublet without the written approval of the Chief Engineer, and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents, to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Chief Engineer may, thereupon, by notice, in writing, rescind the contract and the Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure 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 : <u>Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.</u>

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 : <u>Changes in Constitution of firm</u>

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 ensure, 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.

[1][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 ful-filling 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 laboures 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, notwithstadning 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 empl*/oyed 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 Codntractor shall comply with or cause to be complied with the Public Works Department Contractoir'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 : <u>Contractor to engage technical staff</u>

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 : <u>Safety Code</u>

The Contractor shall follow the safety code of the Department.

Clause 41 : <u>Near Relatives barred from tendering</u>

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 Offier, 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,

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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.

[1][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

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

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_{LI}= 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).

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

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

$$V_b = 0.85 \times \frac{P_b}{100} \times R \frac{(B_i - B_o)}{B_o}$$

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

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

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

B_i = The official retail price of bitumen 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

$$V_f = 0.75 \times \frac{P_f}{100} \times R \frac{(F_i - F_o)}{F_o}$$

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

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

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

F_i = The average 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.

[1][(E) **Cement**

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

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

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

(F) Steel

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

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

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

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

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

$$P = \frac{P_O}{100}\left(15 + 55\,\frac{MP}{MP_0} + 15\,\frac{W_O(D)}{W_0} + 15\,\frac{W_O(1)}{W_0}\right)$$

Where :

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

P_O = Price quoted/confirmed.

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

MP = 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 & Wo are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.

General Conditions for admissibility of Escalation

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

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

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

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

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

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

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

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

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

8. If during the progress in respect of contract works stipulated to cost [1][Rs.50 lacs] or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 100 lac and completion period is more than [1][6 months] then

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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 les 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 forthnightly.

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 aduthorised 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: <u>Force Majeure</u>

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

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1. Substituted by Order No.F.2 (4)FD /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 inconspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.

4. **Payment of Wages :**

   (i) Wages due to every worker shall be paid to him direct.
   (ii) All wages shall be paid in current coin or currency or in both.

5. **Fixation of wage periods :**

   (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
   (ii) No wage period shall exceed one month
   (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.

(iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

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

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

6. **Wage Book and Wage Slips etc. :**

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

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

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

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

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

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

(a) Fines.
(b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
(c) Deductions for 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 Ist 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, interpretationer 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. ettng, 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 I (which will have inter-leaved perforated copies to be posted by carbon process) should be sent to the Division concerned supported by all relevant vouchers (except those for work done see Rule 642 (b)) and the receipt of the Cheque/Bank Draft should be watched through the Register referred to above. The Cheque/Bank Draft, when received, should be entered on the receipt side of the cash book of the Division, the entry being classified as Minus Debit to the Head "Cash Settlement Suspense Account" thus clearing the original debit under this head and deposited into Treasuries. In the Divisional Cash Book the remittance of Cheque/Bank Draft into the Treasury will be charged off as a Debit under "P.W. Remittances-I-Remittances into Treasuries."

(2) Action in the responding Division :

Immediately on receipt of the copy of Form I from the originating Division, the responding Division should check that the connected vouchers (except those for work done) have been duly received. The same should, then, be entered in the "Register of Claims Received" in Form 3 and urgent arrangement made to obtain and send the Cheque or Bank Draft with a distinct marking "Payment by Book Adjustment only" 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 redebited to the Division concerned by including them in the next monthly account to be sent to the latter along with the supporting vouchers, if any.

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

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

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

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

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

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

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

(4) Review of Registers :

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

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

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

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

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

(2) Supplying Division, on receipt of the Cheque/Bank Draft, should Minus Debit the same under a new sub-head "Stores/Services Rendered", under the same Minor Head "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 of .....19..... He is requested to send within ten days of receipt of this claim/Cheque/Bank Draft for the total amount drawn in favour of the undersigned.

Executive Engineer

..... Division

Part - II

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

S. No.	Name of Division	Opening Balance	April			And so on for the remaining months of the year	Remarks
			Debits	Credits	Closing Balance		
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 by acknowledge.

Executive Engineer.

.....Division.

Enclosure: Cheque/Bank Draft. No_____

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

Any person participating in a procurement process shall -

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

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

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

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

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

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

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

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

Conflict of Interest:-

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

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

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

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:
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.

FORM No. 1
[See rule 83]

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)
(ii)
(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

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

Place .....
Date .....
Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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

Annexure E

Clause 1: Fair Wage Clause

(a) The Contractor shall pay not less than fair wages/minimum wages to labours engaged by him on the work as revised from lime to time by the Government, but the Government shall not be liable lo 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 Stale 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 lo labourers indirectly engaged on the work, including any labour engaged by his sub-con tractors 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 lo 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 lo 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 lo 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 lender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared in valid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

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

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

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

Clause 8:
The work (whether full constructed or not) and all materials, machines, tools and plant, scaffolding,

temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer- in -charge, and a certificate from him, to the effect, obtained.

Clause 9: Death of Contractor

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

Clause 10 : Force Majeure

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

Clause 11: General Discrepancies and errors:

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

Clause 12 : Post payment Audit & Technical Examination:

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

Clause 13 : Check Measurements:

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

Clause 14: Check Measurements:

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

Clause 15: Recovery from Contractors:

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

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

Clause 16: Jurisdiction of Court:

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

वचन – पत्र

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

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

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

3. मैं कार्य स्थल से मलबा, मिट्टी इत्यादि हटाकर रखूंगा तथा कार्य पूर्ण होने के पश्चात कार्य स्थल से शेष निर्माण सामग्री, मिट्टी मलबा इत्यादि हटवाकर कार्य पूर्ण होने की लिखित सूचना अधिशाषी अभियन्ता कार्यालय में फोटोग्राफ सहित प्रस्तुत करूंगा।

हस्ताक्षर

संवेदक का नाम –

फर्म का नाम –