

Nagar Nigam Greater Jaipur

NOTICE INVITING BID (NIB)

FOR

**PROCUREMENT OF SERVICE FOR OPERATION OF DOOR TO DOOR
HOUSEHOLD WASTE COLLECTION, SEGREGATION AND TRANSPORTATION
OF COLLECTED HOUSEHOLD WASTE UPTO SECONDARY COLLECTION
POINT THROUGH REAL TIME MONITORING USING GEO-FENCING, VTS &
RFID BASED MONITORING SYSTEM IN ALL 21 WARDS OF MANSAROVAR
ZONE OF NAGAR NIGAM GREATER JAIPUR**

NIB NO. 02 /2024-25


NAGAR NIGAM GREATER JAIPUR

Notice Inviting Bid (NIB) E-Bid

NIB No. 02/2024-25 / 99

Date: 22.10.2024

Nagar Nigam Greater Jaipur invites bid through online bidding for Procurement Of Service of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of **Mansarovar Zone** Of Nagar Nigam Greater Jaipur 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 Single Stage bidding procedure with pre-qualification filter. E-Bid is hereby invited as per enclosed RFP. Details of NIB are mentioned below-

Name & Address of the Procuring Entity	Commissioner's office, Pt. Deen Dayal Upadhaya Bhawan, Tonk Road, Jaipur, Rajasthan, 320005
Subject of Procurement	Procurement Of Service For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur
Tenure of Bid	01 Year with 01 year extendable on satisfaction of work by Nagar Nigam Greater Jaipur & on mutual consent of Nagar Nigam Greater Jaipur and firm.
Bid Procedure	Single-stage: open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technical Bid & Financial Bid Evaluation
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	sppp.rajasthan.gov.in , www.jaipurmc.org , eproc.rajasthan.gov.in
Estimated Cost	Rs 12.85 Cr for one year (Rupees Twelve crore eighty Five lacs only for 01 years)
Fees	Bidding document fee (Non-Refundable): Rs. 5000/- (rupees five Thousand only) (For MSME Rs. 500/- (rupees five hundred only) in favour of Commissioner, Nagar Nigam Greater Jaipur Bid Processing Fee (Non-Refundable): Rs. 2500/- (Two Thousand Five Hundred only) (Through Online)  Signature valid Digitally signed by Rukmani Riar Designation: Commissioner Date: 2024.10.22 12:12:29 IST Reason: Approved

Bid Security (EMD)	2%Bid Security of Project cost is applicable for others as per GoR & 0.5% Bid Security of Project cost is applicable for MSME (shall be applicable for MSME of Rajasthan State Only) as per GoR.
Release of NIB	24.10.2024
Online Bid purchase start date	24.10.2024 16.00 Hours
Pre-Bid Meeting Date	05.11.2024 11.00 Hours
Bid submission start date & time	11.11.2024 18.00 Hours
Bid submission End date & time	22.11.2024 14.00 Hours
Manner, End Date for Online submission of Bids	Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in)
Date& Time of Technical Bid Opening	22.11.2024 16.00 Hours
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Details of Work:

Sr. No.	Name of Work	Estimated Cost (Rs. In)	Bid Security (2% /0.5%)	Period of contract	NIT No.
1	Procurement Of Service For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur per enclosed scope of work after giving prescribed Bid security.	Rs 12.85 Cr for one year	25.70 Lacs (For others)/ 6.43 Lacs (applicable For MSME (shall be applicable for MSME of Rajasthan State Only))	01 Year & extendable upto 01 year with satisfaction of work by Nagar Nigam Greater Jaipur & on mutual consent of Nagar Nigam Greater Jaipur and firm	02/ 2024-25

Note:

- The interested bidder may submit their proposals online along with a Non-refundable bid fee of Rs 5000/- (Rupees Five Thousand only) (For MSME Rs. 2,500/- Two thousand five hundred only) towards the cost of Bid Document and RISL processing fee Rs 2500/- (Rupees Two Thousand 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 copy.
- Any other details or information can be received in working hours from the office of Nagar Nigam Corporation Greater Jaipur office, Jaipur.

Digitally signed by Rukmani Riar
 Designation : Commissioner
 Date: 2024.10.22/12:12:29 IST
 Reason: Approved

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. RFP Document can be seen at or obtained from website <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in>. This notice and bid documents are available on following site: sppp.rajasthan.gov.in, eproc.rajasthan.gov.in. A complete set of bids can be downloaded from above mentioned website/s. Bid/s shall remain valid for 90 days (Ninety days) from the date of opening of the bid.
4. The Performance security @ 5% of first year contract value (in case of MSME 01% of first year contract value) shall be deposited by successful bidder with in fifteen days after issuing of Letter of Acceptance in the form of BG/FDR etc. The security deposited shall however be adjusted while depositing the Performance Security. Performance security notified by GoR shall be applicable. If contract period extends for next 01 Year, bidder shall liable to deposit additional Performance Security accordingly as per prevailing rules. Any bid without cost of bid, bid processing fee and earnest money deposit (EMD) as in the NIT shall be rejected as non-responsive.
5. Bidder, who procured digital certificate as per IT Act 2016 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned web site up to time and date mentioned herein above.
6. In addition to above, the scanned copies of the Original Documents should be uploaded along with the technical Bid/ cover:
- Letter of Technical Bid
 - Power of Attorney for appointing authorized representative
 - Joint Venture Agreement (if applicable)
 - certificate of registration in PF,ESI,GST and PAN Card is required
 - Annexure A, B, C, D, E duly filled with signature.
 - 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/ firms whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office every day except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site <http://sppp.raj.nic.in&www.jaipurmc.org.com>
8. Earnest Money deposit as per NIB is to be Paid only on online in favor of commissioner Nagar Nigam Greater Jaipur at NNGJ website www.jaipurmc.org.com No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted.
9. If any Bidder withdraws his Bid prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms & conditions of the Bid within said period, which are not acceptable to the department or fails to commence the work in the specified period/fails to execute the agreement the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of Bid security given in any form absolutely. All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, to taling or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.
10. Annexure A, B,C, D & E are also attached with the bid Firms are supposed to fill the details in the Annexure and where required & Additional work/service may be procured by placing order as per terms & conditions of the original order if applicable.

RajKaj Ref
11285061

Signature valid

Digitally signed by Pankaj Riar
Designation: Commissioner
Date: 2024.10.22 12:12:29 IST
Reason: Approved

11. In case of any bidder fails to upload copy of Required Documents as mentioned in the bid document by respective bidder shall not be accepted. Any subsequent addendum/corrigendum shall be published only at the websites sppp.raj.nic.in & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
12. Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder. Nagar Nigam Greater Jaipur shall not be responsible for any delay in submission of bid in electronic form.
13. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed; 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.
14. The provisions of RTPP Act 2012 and RTPP Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and Rules thereto, the letter shall prevail.
15. Nagar Nigam Greater Jaipur reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds of Employer's action. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.

Commissioner
Nagar Nigam Greater Jaipur

Signature valid

RajKaj Ref
11285061

Digitally signed by Rukmani Riar
Designation : Commissioner
Date: 2024.10.22/12:12:29 IST
Reason: Approved

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1.0 INTRODUCTION

1.1 Project Background

- 1.1.1 Introduction of Jaipur City:- Jaipur, the state capital of Rajasthan and the one of largest city in India. Jaipur is 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. The main station is Jaipur junction and other stations include Gandhinagar, Durgapur, Jagatpura and Sanganer.
- 1.1.2 The contract period (the “Contract Period”) for this project is for a term of 01 year with further expendable up to 01 years on satisfaction of Nagar Nigam Greater Jaipur with the services provided by the firm and on mutual consent of both Nagar Nigam Greater Jaipur and the Firm.
- 1.1.3 Bids is invited for the Project on the basis of lowest rate quoted per household per month required by a Bidder for implementing the Project. The Bidder shall quote lowest rate quoted per household per month.
- 1.1.4 All Bids shall be prepared and submitted in accordance with terms set forth in the Bidding Documents to be provided by NNGJ as modified, altered, amended and clarified from time to time by NNGJ. The Bid shall be valid for a period of 90 (Ninety) days for submission of Bids (the “Bid Due Date”).
- 1.1.5 **Details of Mansarovar Zone:** - Approximate population of Mansarovar zone is 351464 in year 2024-25 as per exponential increase in population census 2011. The estimated collected household waste generated, at present within the zone is approx.141 TPD. However, Nagar Nigam Greater Jaipur may at its sole discretion to add new areas in RFP. Approximate no of households & commercial establishments are mentioned below-

Ward	Population Mansarovar Zone (2011)	Approximate Population (2024)	Average nos. of Household	As per Approved Route Chart total km for ward (km)	Transfer Station Distance from Ward
65	12115	17791	3558	13.6	Approx 10 Km - 20 Km
66	10312	15144	3029	23.8	
67	10176	14944	2989	50.3	
68	9596	14092	2818	38	
69	13492	19813	3963	19.1	
70	13639	20029	4006	14.6	
71	12250	17990	3598	55.3	
72	12891	18931	3786	16.1	
73	11512	16906	3381	23.6	

74	10903	16011	3202	40.5
75	13475	19788	3958	28.1
76	11484	16865	3373	21.5
77	10263	15072	3014	21
78	11375	16705	3341	13.2
79	9323	13691	2738	18.6
80	9353	13735	2747	14.7
81	10758	15798	3160	22.2
82	10515	15442	3088	20.2
83	12023	17656	3531	72.8
84	12191	17903	3581	29.1
85	11684	17158	3432	13.3
Total	239330	351464	70293	569.6
Total Nos. of Households (Approx)			70293*	
Assuming 5 % Commercial Establishments & Other (Approx)			3515	
Total Nos. of Households, all Commercial & Others Establishments (Approx)			73807	

**Above values are only indicative, Firm has to do detailed survey for implementation, execution and operation of work. (Details are mentioned in section v clause no. 10)*

1.2 User Charges

1.2.1 Households: NNGJ intends to levy user charges for services provided to the households and all other entities & establishments for providing “Door to Door Collection Services of waste”. The same shall be collected by Firm and shall be deposited in an escrow account.

1.2.2 Commercial: NNGJ intends to levy user charge from Commercial and other establishments such as hotels, dhabas etc. for providing “Door to Door Collection Services of waste”. The same shall be collected by Firm and shall be deposited in escrow account.

1.2.3 All the user Charges will be applicable as per Rajasthan State Government’s Notification vide no. 26213 dated 12/04/2019 and any further amendments as applicable. (Details mentioned in table on Page No 19)

1.3 Brief description of bidding Process

1.3.1 The NNGJ has adopted a single process for selection of the Firm for award of the Project. The Bidder shall pay to NNGJ a sum of Rs. 5,000/- (Rupees Five

Thousand only) which would be non-refundable as the cost of the Bidding Documents.

- 1.3.2 In terms of the Bid Document, a Bidder will be required to deposit desired amount and submit as per Notification of Government of Rajasthan applicable at the time of bidding shall be paid online in the account of NNGJ at website www.jaipurmc.org.

1.4 Schedule of Bidding Process

NNGJ would endeavor to adhere to the following schedule:

S. No	Description	Date & Time
1	Release of NIB	24.10.2024
2	Online Bid purchase start date	24.10.2024 16.00 Hours
3	Bid submission start date & time	11.11.2024 18.00 Hours
4	Pre-Bid Meeting Date	05.11.2024 11.00 Hours
5	Online Bid Submission End date & time	22.11.2024 14.00 Hours
6	Technical Proposal open Date and Time	22.11.2024 16.00 Hours
7	Financial Bid open Date and Time	Will be intimated later to the Technically qualified bidders

2.0 INSTRUCTIONS TO BIDDERS

GENERAL

2.1 Notice Inviting Bids

The Commissioner, Municipal Corporation Jaipur Greater, Jaipur invites online Bids from competent Bidders for Collection and transportation of collected household waste upto secondary collection points.

2.2 Objectives

- i. Door to Door Garbage Collection from every household, commercial and other establishments
- ii. To install VTS at every vehicle used for door to door collection of waste.
- iii. To install RFID card at every household, commercial and other establishments
- iv. User charges collection from every household, commercial and other establishments
- v. Segregation of waste collected from every household, commercial and other establishments
- vi. Real time monitoring through Geo-fencing, VTS & RFID Cards.

All the Parameters shall be as per CPHEEO Guidelines.

2.2.1 Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the rules] under the said Act have come into force which are available on the website of www.jaipurmc.org<http://sppp.rajasthan.gov.in>,<http://eproc.rajasthan.gov.in>.

Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process.

2.3 Scope of Work: -

- Deployment of 68 Nos. of Hoopers as per fixed plan for door to door waste collection & One dedicated hopper shall be deployed for sweeping waste in each ward i.e. total 91 Nos of hooper until & unless route plan changes and approved by authority
- Door to Door Collection from each household, commercial and other establishment (*Work shall be done as per fixed routes maps until & unless route plan changes and approved by authority*)
- Compartments for wet and dry waste collection and bin for domestic hazardous waste & sanitary waste in all vehicles for segregation
- Installation and scanning of RFID card at every household, commercial and other establishments
- Installation of VTS in every vehicle used for door to door collection of waste
- User charges collection from every household, commercial and other establishments

- Real time monitoring through Geo-fencing, VTS & RFID Cards.
- Development of real time monitoring system at zone
(Complete details are mentioned in section v clause nos. 10)

2.3.1 **Pre-Operational Activities:** The Firm shall have to complete the pre-operational activities before starting operations of collection of collected household waste in the service area. (Complete details are mentioned in section v clause nos. 10)

2.3.2 Procurement/ Arrangement of equipment, vehicles and other accessories for collection, storage & transportation of collected household waste including their maintenance. Firm shall arrange all the required equipment, tools and vehicles, workshop and parking of vehicles at their own cost. NNGJ will provide POS machines to the firm (one POS machine per hooper) or reimbursement of the cost of POS machine in case, firm provides POS machine. Operation and maintenance of POS machines shall be done by Firm. Installation cost of RFID Card shall be borne by the Firm. Firm shall install different colored RFID Card for Residential and other commercial establishments. POS Machines provided by Nagar Nigam greater Jaipur shall be integrated with NNGJ server.

2.3.3 Repairs and Maintenance
Firm shall carry out regular repairing and maintenance of all equipment and vehicles being deployed by the Firm at his own cost.

2.3.4 Capacity and Awareness Building

- Designing and implementing public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection.
- Involve NGO, RWA, Corporators, NNGJ officials in public awareness campaigns.
- NNGJ will provide necessary assistance to firm in capacity and awareness buildings.

2.3.5 Collection of Monthly Fee

- I. The Firm will collect the approved user charges from residential, commercial and others establishments for providing service.
- II. The user charges have been decided by the State Government and In case of discrepancy or disputes arises, the decision of Commissioner or Deputy Commissioner Revenue appointed by Commissioner for the said purpose shall be binding to the Firm.
- III. If Firm does not collect the waste regularly & collects user charges and in that case any penalty is imposed by any Court/ any consumer forum or any other authority on the Nagar Nigam Greater Jaipur due to non-performance that shall be recovered by the firm.

2.4. Eligibility Criteria

2.4.1 The Bidder(s) eligible for participating in the bid shall be any one of the following categories.

- The bidder can be a single Business Entity¹, MSME or Joint Partnership with other companies/firm meeting the qualification criteria as set out in the RFP.
- The Bidder should meet the following eligibility criteria to participate in the tender; Single Business Entity, MSME or Joint Partnership shall have a positive Net Worth as per the latest financial year, ending not earlier than 12 months prior to the Bid Due Date, for which the audited accounts were prepared.

➤ In the case of a Joint Partnership firm should meet following criteria:-

- (a) The Lead Partner shall be a Business Entity.
- (b) The general terms and conditions governing the responsibilities amongst the partners shall be described in the agreement constituting the Joint Partnership (hereinafter referred to as Partnership Agreement).
- (c) The maximum number of participants in the Joint Partnership shall not exceed two including the Lead Partner.
- (d) Lead Partner shall be responsible for project financing arrangements.
- (e) In addition to the Partnership Agreement, a letter of authority specifically providing authorization for this Project as provided in Appendix IV.
- (f) Lead partner shall be responsible for technical, financial and legal issues.

2.4.2 Other eligibility requirements

- (a) Copy of bidders PAN No., PF and ESIC registration document
- (b) Proof of Company registration document/MoA/incorporation certificate.
- (c) Audit Report of last 03 financial year.
- (d) The medium and small scale enterprises (MSME) certificates issued by Directorate, Industrial Corporation, Rajasthan & Ministry of Micro, Small & Medium Enterprises Govt of India.
- (e) ATC Certificate in evidence of annual turnover. (ATC Certificate for last 03 financial year (2021-22, 2022-23 and 2023-24) has to be submitted which should be duly certified from Chartered Accountant. OR ATC Certificate for last 03 financial year (2021-22, 2022-23 and 2023-24) In this case, Firm shall submit CA signed provisional audit report for FY 2023-24 with following attachments- 1. Trading Profit/Loss account and Balance sheet shall be attested by the CA. 2. GST return shall be enclosed by the bidder for the year 2023-24.)
- (f) Documentary evidences in the form of letter of recommendation or work order issued by urban local body in support to the experience in operation and maintenance of similar Real Time Monitoring based monitoring system.

¹The Business entity means a legal entity duly incorporated under the companies Act 1956/Society/trust/registered partnership firm under the relevant regulation/legislation with a registered office in India. In case of a partnership firm or a society. A copy of certificate of registration issued by the concerned authority, should be submitted along with the proposal.

2.5 Bid Evaluation Criteria

The eligibility criteria have been elaborated in the Bidding Documents. The Bidders are advised to respond in precise manner supported by credential certificates/performance certificates and copy of work orders.

2.5.1 Technical eligibility:

The parties who meet the eligibility criteria shall be qualified for further procedure. This will be done by team of expert members as may be constituted by the NNGJ. After satisfying with the Bidders submissions and work performance, the technical eligibility will be confirmed.

2.5.2 Financial eligibility:

Financial bids of all the Bidders who have been declared qualified in technical evaluation shall be opened. This will be done by team of expert members as may be constituted by the NNGJ.

2.6 Cost of Bidding

2.6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and NNGJ will in no case be responsible or liable for those costs.

2.7 Site Visit

2.7.1 The Bidder is advised to visit and examine the service area under Municipal Limits of NNGJ and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, evaluate the cost per household unit per month and entering into a contract for collection and transportation of collected household waste up to secondary collection point. The costs of visiting the service area shall be at the Bidder's own expenses.

2.7.2 The Bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.

B. BIDDING DOCUMENTS

2.8 Contents of Bidding Documents

2.8.1 The Bidding Documents are those stated below and these should be read in conjunction with any Addenda/Corrigendum (if any) issued by NNGJ in accordance with Clause 2.10 shall be the part of Bid Document.

Notice Inviting Tender

Section I Instructions to Bidders

Section II Bid Data Sheet

Section III Qualification & Evaluation Criteria

Section IV Bidding Forms

Section V Conditions of Contract

2.8.2 The Bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk.

2.9 Clarifications of Bidding Documents

2.9.1 A prospective Bidder, requiring any further information or clarification of the Bidding Documents, may notify NNGJ in writing.

2.9.2 NNGJ will respond to any request for clarifications received in advance prior to the dead line for submission of Bids, or queries raised during the pre-bid conference, if scheduled.

2.9.3 In the event of any conflict or discrepancy within the Bidding Documents, the priority of documents forming the document shall be as below

1. Instructions to Bidders

2. Notice Inviting Tender

3. Conditions of Contract

4. Price Schedule

2.10 Amendment of Bidding Documents

2.10.1 At any time prior to the deadline for submission of Bids, the NNGJ may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing an Addendum/Corrigendum.

2.10.2 Any Addendum/Corrigendum (if any) thus issued shall be part of Bidding Documents pursuant to sub-clause 2.8.1, and it will be notified online to all bidders and will be binding on them.

B. PREPARATION OF BIDS

2.11 Language of Bid

The Bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the NNGJ, shall be written in the Hindi or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.12 Documents comprising the Bid

The Bid submitted by the Bidder shall comprise the following: Bid Document and Appendix to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders.

2.13 Bid Prices

2.13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the Work as described in the Bidding Documents, based on the schedule of unit rates and prices submitted by the Bidder.

2.13.2 The Bidder shall fill in rates and prices In Rupees per Household unit per month for operation and maintenance charges described in the Price Schedule, and no alterations or additions shall be made to the schedule by the Bidder. Quoted rates must be in ink or typed out clearly and legibly in both figures and in words in the spaces provided in the form. The same person signing the Bid on behalf of the Bidder must sign any corrections. Items against which no rate or price is entered by the Bidder will not be paid for by the NNGJ when executed and shall be deemed covered by the other rates and prices described in the Bill of Quantities.

2.13.3 All duties, taxes and other levies payable by the Firm under the Contract or for any other cause shall be included in the Rate per household per unit per month as on date of submission of Bid and the total bid price submitted by the Bidder applicable as on submission date. The evaluation and comparison of Bids by the NNGJ shall be made accordingly.

2.14 Currencies of Bid and Payment

Per unit household rates shall be quoted by the bidder entirely in Indian Rupees.

2.15 Approved User Charges for collection of waste as per Rajasthan State Government's Notification letter no 26213 dated 12/04/2019 and further amendments as applicable. Firm has to do survey of the following entities

mentioned below in table for door to door collection of waste and user charges collection.

Table:- घर –घर कचरा संग्रहण योजना के तहत घर –घर से कचरा एकत्रित करने हेतु निम्नानुसार राशि (User Charges) निर्धारित की गई है:-		
क्र. स.	उपभोक्ता की श्रेणी	सहयोग राशि (उपभोक्ता द्वारा) प्रतिमाह
		नगर निगम ग्रेटर जयपुर क्षेत्र/ प्रतिमाह
1	50 वर्गमीटर क्षेत्र तक के मकान	20 / –रुपये
2	50 वर्गमीटर से अधिक व 300 क्षेत्र वर्गमीटर तक के मकान	80 / –रुपये
3	300 वर्गमीटर से अधिक क्षेत्र के मकान	150 / –रुपये
4	व्यवसायिक प्रतिष्ठान दुकान खानपान के स्थान ढाबा / मिठाई की दुकान कॉफी हाउस इत्यादि	250 / –रुपये
5	गेस्ट हाउस,	750 / –रुपये
6	छात्रावास (Hostel) सरकारी	500 / –रुपये
7	छात्रावास (Hostel) निजी	1000 / –रुपये
8	रेस्टोरेन्ट (Unstar)	750 / –रुपये
9	होटल रेस्टोरेन्ट (Unstar)	1000 / –रुपये
10	होटल रेस्टोरेन्ट (3 Star तक)	1500 / –रुपये
11	होटल रेस्टोरेन्ट (3 Star से अधिक)	3000 / –रुपये
12	व्यवसायिक कार्यालय सरकारी कार्यालय बैंक बीमा कार्यालय निजी के अलावा कोचिंग क्लासेंस, शैक्षणिक संस्थान इत्यादि	700 / –रुपये
13	व्यवसायिक कार्यालय सरकारी कार्यालय बैंक बीमा कार्यालय शैक्षणिक संस्थान (सरकारी) इत्यादि	700 / –रुपये
14	निजी शैक्षणिक संस्थान	1000 / –रुपये
15	निजी कोचिंग संस्थान	5000 / –रुपये
16	निजी कोचिंग क्लासेंस	1000 / –रुपये
17	क्लीनिक	1000 / –रुपये
18	क्लीनिक डिस्पेंसरी लेबोरेटरीज (50 बेड तक)	2000 / –रुपये
19	क्लीनिक डिस्पेंसरी लेबोरेटरीज (50 बेड से अधिक)	4000 / –रुपये
20	लघु व कुटीर उद्योग वर्कशॉप (केवल गैर खतरनाक) अवशिष्ट 10 कि.ग्रा. प्रतिदिन	750 / –रुपये
21	गेदाम कोल्ड,स्टोरेज केवल गैर खतरनाक अवशिष्ट	1500 / –रुपये
22	शादी हॉल उत्सव हॉल प्रदर्शनी एवं मेला 3000 वर्ग मीटर क्षेत्रफल तक	2000 / –रुपये
23	शादी हॉल उत्सव हॉल प्रदर्शनी एवं मेला 3000 वर्ग मीटर से अधिक क्षेत्रफल	5000 / –रुपये
24	अन्य, जो ऊपर चिन्हित नहीं हैं।	नगर निगम ग्रेटर जयपुर के आकलन के

		अनुसार
नोट:- राज्य सरकार अधिसूचना जारी कर उक्त दरों में वृद्धि कर सकेगी।		

2.16 Bid Validity

- 2.16.1 Bids shall remain valid for a period, 90 (Ninty days) days after the last due date of submission of Bid.
- 2.16.2 In exceptional circumstances, prior to expiry of the original bid validity period, NNGJ may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his EMD for the period of, in compliance with Clause 2.18 in all aspects.

2.17 Earnest Money Deposit

- 2.17.1 Bidder will be required to deposit desired amount and submit Bid Security as per rule shall be paid online in the account of NNGJ at website www.jaipurmc.org. (As mentioned in NIB)
- 2.17.2 Any Bid not accompanied by an acceptable EMD shall be summarily rejected by NNGJ as non-responsive.
- 2.17.3 The EMD of unsuccessful Bidders shall be refunded after the successful Bidder furnishes the required Security Deposit/ Performance Guarantee to the Nagar Nigam Greater Jaipur and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

2.18 Forfeiture of EMD

- 2.18.1 The Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the NNGJ during the validity period of Bid. If the Bidder revokes the Bid or varies its terms or conditions contrary to its promise to abide by this condition, the EMD submitted by Bidder shall stand forfeited without prejudice to his other rights and remedies and the Bidder shall be disentitled to submit a bid to NNGJ for execution of any work during the next twenty-four (24) months effective from the date of such revocation.
- 2.18.2 If the successful Bidder does not pay the Performance Security Deposit, as per RFP, in the prescribed time limit or fails to sign the Contract Agreement his Earnest Money Deposit will be forfeited by the NNGJ.

2.19 Alternative Bids (Deleted)

2.20 Pre-Bid Meeting/Conference:

2.20.1 A pre-bid meeting may be held if NNGJ feels the need for the same and date and time shall be intimated separately.

2.21 Format and Signing of Bid

2.21.1 The Bidder shall provide all the information sought under this Bidding Documents and in specified formats. NNGJ will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.21.2 The Bid should be submitted online only (Technical Bid, Financial Bid)

A: (Technical Proposal)

Part I: Key Submissions

APPENDIX A: To be submitted as per Scope of Work mentioned in clause 10.0

APPENDIX B: Format for Intent to Submit Proposal

APPENDIX I: Covering Letter cum Project Undertaking

- 1) Details of Bidders as per ANNEXURE IV
(Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed)
- 2) RTGS in favour of “The Commissioner, Nagar Nigam Greater Jaipur” for Rs.5,000/- (Rupees Five Thousand only) towards the cost of RFP document.
- 3) EMD shall be paid online in the account of NNGJ at website www.jaipurmc.org.
- 4) The Bid shall be summarily rejected if it is not accompanied by the EMD.
- 5) Technical Capacity of the Bidder as per ANNEXURE V
- 6) Performance Satisfaction Certificate as per ANNEXURE VI (Performance certificate which consists of all the important points of the RFP and details issued by Govt. Dept/PSU/ULB shall be considered.)
- 7) Financial Capacity of the Bidder as per ANNEXURE VII
(Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years)
- 8) Statement of Legal Capacity as per ANNEXURE VIII

APPENDIX II: Power of Attorney for signing the Bid

APPENDIX III: Power of Attorney for MSME

APPENDIX IV: Joint Bidding Agreement

APPENDIX V: Anti-Collusion Certificate

Part II: Technical Proposal

APPENDIX VI: Technical Proposal

Part III: Financial Proposal

APPENDIX VII: Financial Proposal

APPENDIX VIII: List of relevant Real time monitoring based system checklist.

B: (Financial proposal)

Part III: Financial Proposal

APPENDIX VII: Financial Proposal

- 2.21.3 The Technical Bid should be furnished in the format at APPENDIX VI, clearly indicating the components in the RFP and signed by the Bidder's authorized signatory.
- 2.21.4 The Financial Bid should be furnished in the format at APPENDIX VII, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken in to account. The currency for the purpose of the Bid shall be the Indian Rupee (INR). If the Bid is submitted in any other currency, NNGJ reserves the right to use suitable exchange rate for the purpose of uniformly evaluating all Bids.
- 2.21.5 All applicable taxes as per GOI and State Government if applicable will be deducted by the finance/account section of NNGJ.
- 2.21.6 The bidder shall scan and upload the documents online only. EMD and tender fee shall be submitted to NNGJ by the bidder through online mode only.
- 2.21.7 The Bid and all related correspondence and documents should be written in English. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by certified translations of the pertinent passages in English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

D. SUBMISSION OF BIDS

- 2.22 Submission of Bids:** The entire desired document shall be submitted by bidder through online.
- 2.23 Submission of Bids**
- 2.23.1 Bidders are required to submit their Bids as per instructions given in Clause 2.22.
- 2.23.2 The Tender document & BG will be submitted online on the website www.jaipurmc.org <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in> as per time schedule (key dates) in the notice published on the above website.
- 2.23.3 The price proposal shall be submitted online only.

2.24 Important Points to be noted by the Bidder

- (a) The Financial Bid shall be inclusive of all taxes (applicable as on date; any change in future shall be applicable as per actual) , Local taxes, service taxes etc. to be paid by the Bidder for the Work/Service and claim for extra payment on any such account shall not be entertained.
- (b) Any change that will be made in the Bidding Documents by the competent authority after issue of the Tender will be intimated to the Bidder in the form of Corrigendum/Addendum (if any) for incorporating the same in the Bid before submitting the Bid.
- (c) The Financial Bid should be written both in words and figures at appropriate places.
- (d) No alterations and additions anywhere in the Bidding Documents are permitted. If any of these are found, the Bid may be summarily rejected.
- (e) In case of a firm, each partner or power of attorney holder shall sign the Bid and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of Power of Attorney of person signing the Bid shall be enclosed with the Bid.
- (f) In case of private limited/ public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.
- (g) All pages and pasted slips should be signed by the Bidder.
- (h) No page shall be added or removed from the set of Bidding Document.
- (i) The Bidder shall be deemed to have studied the schedule of Works/ Services/Survey/Rents/ Items/ Quantities/ Rates, all plans, specifications, terms and conditions, shall inspect and examine the service area and its surrounding and shall satisfy itself before submitting its Bid as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the service area, nature of the Work/ Service and equipment necessary for the completion of the Works/ Services and means of access to the service area, the accommodation it may require and in general shall itself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works/ Services. No extra charges shall be paid consequent on any misunderstanding.
- (j) The Bidder shall submit the Bid which satisfies each and every condition laid down in this Tender notice, failing which the Bid will be liable to be rejected.
- (k) Conditional Bids will be summarily rejected

2.25 Deadline for Submission of Bids

- 2.25.1 Bids must be submitted online as per the dates and time given in the Bidding documents.

2.25.2 NNGJ may, at his discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in which case all rights and obligations of NNGJ and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended

2.25.3 Bids once submitted online will not be allowed to be checked or changed or rectified.

E. BID OPENING & EVALUATION

2.26 Bid Opening

2.26.1 The Commissioner, NNGJ or Authorized Person shall open the Bids online at specified in bid document.

2.26.2. The NNGJ will subsequently examine and evaluate the Bids in accordance with the provisions set out in the Bidding Documents.

2.27 Process to be Confidential

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

2.28 Technical Evaluation Criteria- Details mentioned in Section III: Qualification and Evaluation Criteria

2.29 Opening of Financial Bids: - Details mentioned in Section III: Qualification and Evaluation Criteria

F. AWARD OF CONTRACT

2.30 Award

2.30.1 Prior to expiration of the period of bid validity prescribed by NNGJ, NNGJ will notify the successful bidder, confirmed by letter/ email, that his bid has been accepted. This letter hereinafter referred to as the "Letter of Acceptance (LOA)".

2.30.2 The notification of the award will constitute the formation of the Contract

2.30.3 Upon furnishing by the successful bidder of a Performance Security, NNGJ will promptly notify the other bidders that their bids have been unsuccessful.

2.30.4 Upon completion of all the formalities by the Successful Bidder, NNGJ will issue "Notice to proceed" mentioning date of start and intended date of completion.

2.30.5 Date of start shall be 30 days from the date of issuance of LOA.

2.31 Security Deposit/ Performance Security

2.31.1 Within 15 (fifteen) calendar days from the date of issue of the Letter of Acceptance from NNGJ, the Successful Bidder shall furnish to NNGJ a Performance Security of 5% of first year contract value (in case of MSME 01% of first year contract value).

2.31.2 Failure of the successful Firm to provide the requisite Performance Security shall constitute grounds for annulment of the award and forfeiture of the EMD made at the time of Bidding or debar the Firm for two years.

2.32 Forfeiture of Security Deposit against Work

2.32.1 The bid security may be forfeited, if the bidder does not accept his bid, as prescribed in this bid document.

2.32.2 If during the term of this contract, the Firm is in default of the due and faithful performance of his obligations under this contract, the Nagar Nigam Greater Jaipur shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

2.33 Signing of Agreement

2.33.1 At the same time that NNGJ notifies the Successful Bidder that his bid has been accepted, NNGJ will send the Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties i.e. Successful bidder & Deputy Commissioner Zone.

2.33.2 Within 20 (twenty) calendar days from the date of issue of the Letter of Acceptance, the successful bidder shall sign the Form of Contract Agreement, in duplicate, on non-judicial stamp paper of value as per regulation of the Government of Rajasthan and return it to NNGJ. One copy of the signed agreement will be provided to the successful Firm, and the original will be retained by NNGJ.

2.34 NNGJ's Right to accept any Bid and to reject any or all Bids

Notwithstanding Clause 2.34, NNGJ reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NNGJ's action.

2.35 Signing of Bid

2.35.1 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the NNGJ, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

2.35.2 All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing.

2.36 Corrupt or Fraudulent Practices

It is required that Bidders/Firms under the contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, NNGJ:

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

2.37 Important Points to be noted by the Bidder:

- 2.37.1 The rates per household unit per month to be quoted online shall be inclusive of all taxes to be paid by the Bidder for the work/Service and claim for extra payment shall not be entertained.
- 2.37.2 Any change that will be made in the Bidding documents by the NNGJ, after issue of the Bidding documents will be intimated to the Bidder in the form of Corrigendum/Addendum (if any) for incorporating the same in the Bid before submitting the bid.
- 2.37.3 The Financial offer should be submitted online only. No hard copy of Price bid should be submitted.
- 2.37.4 The Bidder shall be deemed to have studied the scope of works/service, terms and conditions. The Bidder shall inspect and examine the service area and its surroundings and shall satisfy himself before submitting his bid as to the nature of the work/service and vehicles/machineries/manpower & IT system components necessary for the completion of the works/services.

2.38 Stamp Duty, Legal and Statutory Charges

It shall be incumbent on the Successful Bidder to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

2.39 Rights of the Corporation

- 2.39.1 NNGJ reserves the right to suitably increase/reduce the work area included in this bid document.
- 2.39.2 Commissioner, NNGJ reserves the right to increase/reduce or divide the contract under this tender as per rule.

SECTION II: BID DATA SHEET

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I: Instructions to Bidders.

INTRODUCTION

ITB. 1.1.1	With the objective of implementing the procurement of service for operation of Door To Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur, NNGJ has initiated competitive single stage bid process (the “Bidding Process”) and invites financial proposals (the “Bids”) from eligible Bidders (the “Bidders”) pursuant to this Bid Documents to be provided by the NNGJ(collectively the “Bidding Documents”) for identification of private party (the “Firm”) who in accordance with the provisions of the Contract Agreement to be executed between NNGJ and the Firm shall be responsible for door to door collection, segregation and transportation of Collected household waste upto secondary collection point using Real Time Monitoring based monitoring system in Mansarovar zone of Nagar Nigam Greater Jaipur
ITB. 1.1.2	Period of Completion: The contract period (the “Contract Period”) for this project is for a term of 01 year with further expendable upto 01year.
ITB 1.1.3	Bidding Parameter- Rate quoted per household per month Bids will be invited for the Project on the basis of lowest Rate quoted per household unit per month required by a Bidder for implementing the Project. The Bidder shall quote the Rate quoted per household unit per month for the project for the Contract Period.
ITB 2.4.1	Eligible Bidders The Bidder(s) eligible for participating in the bid shall be any one of the following three categories. The bidder can be a single Business Entity ² /MSME/ Joint Partnership with other companies/firms meeting the qualification criteria as set out in the RFP.

BIDDING DOCUMENTS

ITB 2.8.1	The Bidding Documents are those stated below and these should be read in conjunction with any Addenda/Corrigendum issued by NNGJ in accordance with Clause 2.10 shall be the part of Bid Document. Notice Inviting Tender Section I Instructions to Bidders Section II Bid Data Sheet Section III Qualification & Evaluation Criteria Section IV Bidding Forms Section V Conditions of Contract
ITB 2.9.1	A prospective Bidder, requiring any further information or clarification of the Bidding Documents, may notify NNGJ in writing or by email.
ITB 2.9.3	In the event of any conflict or discrepancy within the Bidding Documents, the priority of documents forming the document shall be as below 1. Instructions to Bidders

²Business Entity means a company duly incorporated under the Companies Act 1956 or a registered partnership firm or a registered society. In case of a partnership firm or a society, a copy of the certificate of registration issued by the concerned authority, should be submitted along with the Proposal

	<p>2. Notice Inviting Tender</p> <p>3. Conditions of Contract</p> <p>4. Price Schedule</p>
ITB 2.10.1	At any time prior to the deadline for submission of Bids, the NNGJ may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing an Addendum/Corrigendum.

PREPARATION OF BIDS

ITB 2.11	The Bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the NNGJ, shall be written in the Hindi or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.
ITB 2.12	The Bid submitted by the Bidder shall comprise the following: Bid Document and Appendix to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders.
ITB 2.14	The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees.
ITB 2.16.1	Bids shall remain valid for a period, 90 (Ninty days) days after the last due date of submission of Bid.
ITB 2.17.1	Bidder will be required to deposit desired amount as EMD as per Notification of Government of Rajasthan applicable at the time of bidding shall be paid online in the account of NNGJ at website www.jaipurmc.org .
ITB 2.18.2	If the successful Bidder does not pay the Performance Security Deposit in the prescribed time limit or fails to sign the Contract Agreement his Earnest Money Deposit will be forfeited by the NNGJ or otherwise firm is to be debarred for two years.
ITB 2.20	A pre-bid meeting may be held if NNGJ feels the need for the same and date and time shall be intimated separately.
ITB 2.21.2	The Bid should be submitted online as detailed in clause 2.21.2

SUBMISSION AND OPENING OF BIDS

ITB 2.22	The entire desired document shall be submitted by bidder through online.
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AWARD OF CONTRACT

ITB 2.30.1	Prior to expiration of the period of bid validity prescribed by NNGJ, NNGJ will notify the successful bidder confirmed by letter/ email, that his bid has been accepted. This letter hereinafter referred to as the "Letter of Acceptance (LOA).
ITB 2.31.1	Within 15 (fifteen) calendar days from the date of issue of the Letter of Acceptance from NNGJ, the Successful Bidder shall furnish to NNGJ a Performance Security of 05% of first year contract value (in case of MSME 01% of first year contract value) in the form of Bank Guarantee.

SECTION III: QUALIFICATION AND EVALUATION CRITERIA

2.28 TECHNICAL EVALUATION PARAMETERS

To be considered qualified for opening of Price Proposal; each Bidder should submit the following documents mentioned hereunder.

Bidder's Experience/Minimum Qualification Criteria	Documents Attached (Yes)	Documents Attached (No)
1. Bidder should have completed 2 projects for Door to Door Collection & transportation of waste having population more than 01 lakhs with any ULB /Central /State Govt. Departments/PSU in India in last five years as on publication of RFP. (Letter of award/PO, contract copy, Experience certificate must be attached)		
2. Average annual turnover for last three financial Year Should be Minimum 05 Crore (CA certificate must be attached)		
3. Net Worth Should Be Positive (CA certificate must be attached)		
4. Employee Strength in India- Minimum 50 employees (Bidders are required to submit ECR file of PF department indicating employee's strength in India.)		
5. Methodology for Implementation plan (as per appendix VIII)		
6. Operation plan for primary Door to Door Household Waste Collection, and Transportation of collected household waste up to secondary collection point <ul style="list-style-type: none"> • Primary door to door collection plan and methodology • Deployment plan of hoopers and helpers • Plan for IEC and Real Time Monitoring activities • Approach and Methodology for handling Public Grievances, Emergencies and contingencies 		
<p>-The firm must submit, the documentary evidences (such as letter of award/PO, contract copy) clearly specifying the contract value and scope of work regarding fulfillment of above criteria for Bidder's Experience.</p> <p>- Bidder must provide the experience statement for work done for above.</p> <p>- Only Completed projects shall be considered in this regard.</p> <p>- The bidder shall enclose the report in the documented form consisting details of strategy used to achieve the tender objectives, field survey, automated system & software details, methodology etc.</p> <p>- Technical Bid consisting software details and implementation plan.</p> <p>- Appendix VIII with supporting documentary evidences.</p> <p>- The bidder shall enclose the report in the documented form consisting details of strategy used to achieve the tender objectives, field survey, automated system & software details, methodology etc</p> <p>- Bidder shall enclose all required documents & should meet the qualifying criteria, if bidder does not submit the desired documents & does not meet the qualifying criteria, he shall not qualify in the technical bid.</p>		

2.29 Opening of Financial Bids

2.29.1 Financial Proposal of shortlisted Bidders who qualify after evaluation of

Technical Proposal shall be opened.

- 2.29.2 Financial Proposal of all the shortlisted Bidders would be evaluated on the basis of the Financial Offer as specified in the Bidding Documents.
- 2.29.3 The bidder with lowest financial quote for per household per month and Procurement & Installation of RFID Card shall be considered as the Preferred Bidder for the discussion leading to the award of contract. In case, In the event that two or more Bidders quote exactly the same, The bidder with lowest financial quote for per household per month shall be considered as the Preferred Bidder for the discussion leading to the award of contract.
- 2.29.4 In the event that two or more Bidders quote exactly the same [lowest or highest] validated Financial Bid Parameter for the project, then the NNGJ reserves the right either to,
- (i) Give preference to the Eligible Bidder who has experience of working in other states; or
 - (ii) Invite fresh Bids from these Bidders; or
 - (iii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or
 - (iv) NNGJ may either choose to accept the Bid of the Preferred Bidder or invite him for negotiations.
- 2.29.5 Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, NNGJ shall declare the Preferred Bidder as Successful Bidder.
- 2.29.6 NNGJ will notify the Successful Bidder by facsimile and by a letter that its Bid has been accepted.

SECTION IV: BIDDING FORMS APPENDICES

Part I: Key Submissions

APPENDIX A: To be submitted as per Scope of Work mentioned in clause 10.0

APPENDIX B: Format for Intent to Submit Proposal

APPENDIX I: Covering Letter cum Project Undertaking

- 1) Details of Bidders as per ANNEXURE IV
(Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed)
- 2) RTGS in favour of “The Commissioner, Nagar Nigam Greater Jaipur” for Rs.5,000/- (Rupees Five Thousand only) towards the cost of RFP document.
- 3) EMD shall be paid online in the account of NNGJ at website www.jaipurmc.org.
- 4) The Bid shall be summarily rejected if it is not accompanied by the EMD.
- 5) Technical Capacity of the Bidder as per ANNEXURE V

- 6) Performance Satisfaction Certificate as per ANNEXURE VI (Performance certificate which consists of all the important points of the RFP and details issued by Govt Dept/PSU/ULB shall be considered.)
 - 7) Financial Capacity of the Bidder as per ANNEXURE VII
(Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years)
 - 8) Statement of Legal Capacity as per ANNEXURE VIII
APPENDIX II: Power of Attorney for signing the Bid
APPENDIX III: Power of Attorney for MSME
APPENDIX IV: Joint Bidding Agreement
APPENDIX V: Anti-Collusion Certificate
- Part II: Technical Proposal**
APPENDIX VI: Technical Proposal
- Part III: Financial Proposal**
APPENDIX VII: Financial Proposal
APPENDIX VIII: List of relevant Real time monitoring based system checklist.

B: (Financial proposal)

- Part III: Financial Proposal**
APPENDIX VII: Financial Proposal

APPENDIX – B: Format for Intent to Submit Proposal

Date

To,
Commissioner
Nagar Nigam Greater, Jaipur.

Dear Sir,

Ref: Request For Proposal for Procurement of service for operation of Door To Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar under guidelines of Swachh Bharat Mission (SBM).

The under signed hereby acknowledges and confirms receipt of all the Sections of the Request for Proposal (RFP) Document for the captioned project from NNGJ and conveys its intention to submit a Bid for the Project.

.....
Name of the Bidder

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Note:
On the Letterhead of the Bidder. To be signed by the Lead Member in case of a Joint Venture. The acknowledgement should be sent within 2days of purchase/ downloading of the RFP Document

APPENDIX I: Format for Covering Letter cum Project Undertaking

Date

To,
Commissioner
Nagar Nigam Greater Jaipur.

Ref: Request For Procurement of service for operation of Door To Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar under guidelines of Swachh Bharat Mission (SBM).

Dear Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Bidding documents provided to us by NNGJ, in respect of the project, the undersigned hereby submits the Proposals in response to the Bidding documents. For your evaluation

I/We are enclosing our Bid in one (1) original, along with details / certificates as per the requirements of the Bidding documents.

We confirm that our Bid is valid for a period of 90 days from the date of opening of financial bid/negotiation.

We also hereby agree and undertake us under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Bid is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Contract Agreement, a draft of which also forms a part of the Bidding documents provided to us.

.....
(Signature of the Authorized Person)

.....
(Name and designation of the Authorized Person)

.....

Annexure IV: Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the NNGJ:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. Name of Bidder

S. No.	Criteria	Yes	No
1	Has the Bidder/MSME / JV been barred by the [Central / State] Government, or any entity controlled by it from participating in any project? (Bidder/MSME / JV shall submit Declaration regarding not debarred/blacklisted by the Central Government/State Government or any entity controlled by it (On Non – judicial stamp paper of Rs 200/- duly attested by notary public)		
2	If the answer to 1 above is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder/MSME/JV paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder/MSME and each of the Members of its JV (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary).

Annexure V: Technical Capacity of the Bidder

Bidder / Member

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Entity for which the project was done	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity share holding(with period dating which equity was held)	
Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure.
2. The projects cited must comply with the eligibility criteria specified in the RFP. Information provided in this section is intended to serve as a back- up for information provided in the Bid.
3. A separate sheet should be filled for each Eligible Project.
4. Experience for any activity relating to an Eligible Project shall not be claimed by bidder. In other words, no double counting by a Bidder/ MSME/ JV in respect of the same experience shall be permitted in any manner whatsoever.
5. Certificate from respective clients must be furnished as per format below for each Eligible Project.

ANNEXURE VI - Format for Performance Satisfaction Certificate

(On the Letterhead of the ULB)

We hereby certify and confirm that M/s. _____ (Name of Operator) has been handling or has handledprojects in our Corporation/ Municipality from _____ to _____ (*delete whichever is not applicable*) and that their performance is found satisfactory. Further the said company has not been subjected to any vigilance investigations or subjected to any pending or adjudicated dispute/s or termination or cancellation in respect of the above project/s.

Dated thisDay of, 2024

.....
Commissioner

**Performance certificate which consists of all the important points of the RFP and details issued by Govt Dept/PSU/ULB shall be considered.*

Annexure VII: Financial Capacity of the Bidder

Bidder Type	Net Worth (year 1)	Turnover (year 1)	Net Worth (year 2)	Turnover (year 2)	Net Worth (year 3)	Turnover (year 3)
Bidder /MSME /JV (Lead member)						
Member 2						
TOTAL						

Instructions:

1. The Bidder/MSME/ JV shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Bid Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Bidder/MSME/ JV;
 - (b) Be audited by a statutory auditor;
 - (c) Be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). Net worth of Associate / Group Companies will not be considered for the purpose of qualification.
3. The Bidder shall provide an Auditor's Certificate/ Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with of the RFP document.
4. For the purpose of the Bid, Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to in accordance with of the RFP document.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.

Annexure VIII: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To

Commissioner
Nagar Nigam Greater, Jaipur.

Dear Sir:

We hereby confirm that we/ our members in the Bidder /MSME/ JV (constitution of which has been Described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Bidder /MSME/ JV on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX II: Power of Attorney for Signing of Bid

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with our MSME and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Procurement of service for operation of door to door collection, segregation and transportation of Collected household waste up to secondary collection point using Real Time Monitoring based monitoring system in Mansarovar zone of Nagar Nigam Greater Jaipur under guidelines of Swachh Bharat Mission (SBM) for Nagar Nigam Greater Jaipur including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the NNGJ, representing us in all matters before the NNGJ, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the NNGJ in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the NNGJ.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2024

For _____

(Signature)

(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

APPENDIX III: Power of Attorney for MSME

Know all men by these presents, We, _____ (name of the MSME and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our MSME and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Procurement of service for operation of door to door collection, segregation and transportation of Collected household waste upto secondary collection point using ICT based monitoring system in Mansarovar zone of Nagar Nigam Greater Jaipur under guidelines of Swachh Bharat Mission (SBM) for Nagar Nigam Greater Jaipur .including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the NNGJ, representing us in all matters before the NNGJ, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the NNGJ in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the NNGJ.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2024

For _____

(Signature)

(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

APPENDIX IV: Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 2024

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (here in after referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (here in after referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- (A) Nagar Nigam Greater Jaipur (NNGJ) represented by its Commissioner and having its principal offices at Jaipur, Rajasthan (hereinafter referred to as the “NNGJ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited technical and financial proposals (the “Bids”) by its Request for Proposal No. dated(the “RFP”) for Procurement of service for operation of door to door collection, segregation and transportation of Collected household waste upto secondary collection point using Real Time Monitoring based monitoring system in Mansarovar zone of Nagar Nigam Greater Jaipur under guidelines of Swachh Bharat Mission (SBM).
- (B) The Parties are interested in jointly bidding for the Project as MSME and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the MSME shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

APPENDIX V: Format for Anti-Collusion Certificate

(On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of, 2024

.....

(Name of the Bidder*)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

APPENDIX VI: Format for Technical Proposal

Based on the details/requirements given in the RFP, Eligible Bidder(s) shall submit their Technical Approach, Methodology and Project Plan.

You are suggested to present in your technical proposal the followings:

- a) Operation plan for primary collection and Transportation of collected household waste
 - Primary door to door collection plan and methodology
 - Deployment plan of hoopers and helpers
 - Plan for IEC and Real Time Monitoring activities
- b) Approach and Methodology for handling Public Grievances, Emergencies and contingencies
- c) Experience and capabilities in SWM Sector in India
- d) Additional Experience and capabilities in SWM sector in India (more than above stated criteria)
- e) Average Annual Turn Over (AATO)
- f) Net worth (NW)

APPENDIX VII: Format for Financial Offer
(To be submitted Online only)

To,
The Commissioner
Nagar Nigam Greater Jaipur,
Jaipur

Sir,

Subject: Financial Offer for Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur inclusive of all current applicable Taxes, Levies and Surcharge etc.

S. No.	Description	Rate per Household Unit per month	Total amount with taxes in Rs.	Total amount with taxes in words
1	Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur inclusive of all current applicable Taxes, Levies and Surcharge etc for Residential Houses, Commercial establishments, Shops, Institutional Premises, Hospital, Hostel, Marriage Garden, Cinema Halls, Malls etc. and all other establishments existing in the service area of Zone Area of NNGJ.	-	0.00	INR Zero Only

Note:

- 1) All capital cost, VTS, installation of RFID cards, Operation and maintenance costs/ charges, POL, rent, survey, parking spaces, workshop, office space and all other necessary expenses needed for work shall be included in the above mentioned rates. No other charges shall be payable to Firm for any extra work to be carried out to cover the scope of work mentioned in the bid document of the tender throughout the contract period. Rate per Household Unit per month quoted should be inclusive of GST/ESI/PF and all other duties and taxes. POL, labor and operator/driver/helper for

the work will be arranged by firm at their own cost. It is not binding on the Nagar Nigam Greater Jaipur to provide any machinery.

- 2) 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.
- 3) Rate per household per month submitted by successful bidder shall be revised @ 3% increment per year from the quoted rate by the firm.
- 4) No escalation shall paid throughout the contract period except @ 3% increment per year as mentioned in point no. 03.
- 5) Courts at Jaipur shall have exclusive jurisdiction over the contract.

SEAL OF COMPANY

Signature.

Designation.

Date... ..

Note:

On the Letter head of the Bidder and to be signed by the bidder or lead member.

In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

APPENDIX VIII: List of relevant Real Time Monitoring based system checklist

Table 1 Navigation System		
S. No.	Navigation System Features and Specifications	Check box (Yes/No)
1.	Hardware	
	1. Display (touch display greater or equal to 4 inch)	
	2. Built in Memory (16 GB or more)	
	3. ROM (2 GB or more)	
	4. Bluetooth (4.0 or advance)	
	5. Wifi (802.11b/g/n)	
	6. GPS	
	7. Network Support (5G, 4G Volte, 4G) & updated version will be preferred	
	8. Processor (1.4 Octa Core)	
2.	Software	
	1. Operating System (Google Android) – 8.0 & above	
	2. Application showing door to door (step by step) Navigation for Jaipur City	
	3. Offline mode Navigation system	
3.	Other components	
	1. Stand for permanent Mounting of Navigator in Auto Tipper	
	2. External Charging Adapter	
	3. Charging Cable	

Table 2 Smart Card Reader		
S. No	Smart Card Reader Features and Specifications	Check box (Yes/No)
1.	Hardware	
	1. Display & Reader	
	2. Bluetooth range up to 10 meters	
	3. Battery backup of 12 hour or more	
2.	Software	
	1. Application support for RFID Tag reading	
	2. Application support for Payment updates of user	
	3. Application support for real time data sending to server	
3.	Other components	
	1. Charging Adapter	
	2. Charging Cable	

Table 3 Web Portal		
S. No	Web Portal Features and Specifications	Check box (Yes/No)
1.	Real time door to door waste collection details	

2.	Waste collection history details of all smart card holders/bins	
3.	Real time tracking of Auto tipper	
4.	Live updates from Navigator to Web Portal	
5.	Live updates from Smart Card Reader to Web Portal	

Table 4 Client Software

S. No	Client Software Features and Specifications	Check box (Yes/No)
1.	Alarm for waste pickup before arrival of Waste Collection Auto tipper	
2.	Real time collection update	
3.	Waste collection history	
4.	Real time payment status	
5.	Real time tracking of Waste Collection Auto tipper	

Table 5 Smart Card

S. No	Smart Card Features and Specifications	Check box (Yes/No)
1.	Smart card (13.56 Mhz & Mifare1k chip)	
2.	Printing of design on each smart card	
3.	Printing of Unique Id on each smart card	
4.	Smart Card installation at all houses/shops etc.	
5.	Survey of all houses/shops etc.	
6.	Geo-tagging of all house/shops/hostel/hotel etc. within in the map where smart card id will be installed.	
7.	Data storage of survey in encrypted form	

Table 6 Bidder should have fulltime engagement of Real Time Monitoring team for technical support in following areas:

S. No.	Expertise Area	Check box (Yes/No)
1.	Radio frequency identification	
2.	Internet of things/Information Communication Technology	
3.	Cloud computing	
4.	Mobile app development	
5.	Wireless communication	
6.	Web development	
7.	GPS Tracking	

Note: The bidder shall attach documentary evidence for above said specifications along with the duly filled and signed declaration on Appendix VIII. I had read and understood all the terms and conditions mentioned in all the sections of NIB and I am bound to comply them.

(Signature & stamp seal)
Bidder

SECTION V: CONDITIONS OF CONTRACT

A. GENERAL

1.0 Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

- (i) "Contract" means Conditions of Contract , the Employer's Requirements, the Tender, the Firm's Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ii) "Employer's Requirements" means the description of the scope and program of works/services, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- (iii) "Tender" means the Firm's priced offer/offered rates to the Employer for the Works/ Services.
- (iv) "Activity Schedule" means schedule of activities comprising the different tasks/operations to be performed by the Firm under the Contract.
- (v) "Works" are what the Contract requires the Firm to carry out and perform.
- (vi) "Acceptance Letter" means the document from the Employer on behalf of Nagar Nigam Greater Jaipur addressed to the Firm indicating acceptance of the Contract Price and its acceptance of the Firm as the preferred Party to carry out the works, perform services and operations under the Contract.
- (vii) "Firm's Bid" means the completed document submitted by the Firm to the Nagar Nigam Greater Jaipur. The term Firm's Bid and tender have been used synonymously.
- (viii) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writes or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.
- (ix) "Affected Party" means Party claiming to be affected by a Force Majeure Event as described in the bid document.
- (x) "Applicable Permits" means all clearness, permits, authorizations, consents and approvals required to be obtained and maintained by the Firm under Applicable Laws.
- (xii) "Notice to Proceed" is the notice issued by NNGJ to the Firm to proceed with operations and services. Whenever possible the Notice to Proceed will be issued by the Commissioner immediately upon signing of the Contract, or as soon thereafter as is feasible considering the availability of the Site and other relevant factors.

Persons

- (i) “Authority” means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Rajasthan or any Local Authority including the Nagar Nigam Greater Jaipur or any other sub-division or instrumentality of any thereof.
- (ii) “Party” means either the Nagar Nigam Greater Jaipur or the Firm; any of the parties to this Contract and “Parties” means both the party to this Contract.
- (iii) “Competent Authority” is the Commissioner, Nagar Nigam Greater Jaipur and notified to the Firm i.e Deputy Commissioner Zone who shall be responsible for supervising the Firm, administering the Contract, certifying payments. The Commissioner NNGJ shall be the Competent Authority for this contract.
- (iv) "NNGJ" means Nagar Nigam Greater Jaipur as incorporated under the Rajasthan Municipalities Act, 1959 & 2009.
- (v) “Municipal Commissioner” means the Commissioner of Nagar Nigam Greater Jaipur for the time being holding that office and also his/her successor and shall include any officer authorized by him/her. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation’s Representative for the purposes of this Contract.
- (vi) “Employer” means the Commissioner, Nagar Nigam Greater Jaipur, Jaipur and the legal successors in title to such person, but not (except with the consent of the Firm) any assignee of such person.
- (vii) “Firm” means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the NNGJ and the legal successors in title to such person, but not(except with the consent of the Employer) any assignee of such person.
- (ix) “Employer’s Representative” means the person appointed by the Employer to act as Employer’s Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Firm shall be considered as Employer's Representative.
- (x) “Firm’s Representative” means the person (if any) named as such in the Contract or other person appointed from time to time by the Firm.

Dates, Times and Periods

- (i) “Commencement Date” means the date when the Firm shall commence his operations in the service area.
- (ii) “Completion Date” is the date of completion of the operations/activities and as certified by the Competent Authority.
- (iii) “Contract Period,” means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is three years from the date of issue of letter of acceptance.
- (iv) “Operating Year” means each successive period, the first such period commencing on the date on which daily collection and transportation of

- collected household waste in the service area commence and ending three hundred and sixty five (365) days.
- (v) "Termination Date" means the date on which the Contract is terminated by way of defaults of either the Corporation or the Firm, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.
 - (vi) "Day" means a calendar day, "Months" means calendar months and "year" means 365 days.

Money and Payments

- (i) "Contract Price" means the payment to be made by the NNGJ to the Firm for carrying out works and performing different operations as specified in the tender document and agreement.
- (ii) "Tax" means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.
- (v) "Security Deposit" means the deposit provided by the Firm, as a performance guarantee under this Contract.

Other Definitions

- (i) "House/Property" means a house/property, existing in the area of Mansarovar Zone of Nagar Nigam Greater Jaipur.
- (ii) "Operations" means the maintenance of the Facilities and/or System including manning, operating, inspection, repair, redress of complaints and other operations required for fulfilling the Firm's obligations under the Contract.
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (iv) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Firms (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (v) "Collusive practices" means a scheme or arrangement between two or more Firms, with or without the knowledge of the Nagar Nigam Greater Jaipur , designed to influence the action of any party in execution of a contract;
- (vi) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.
- (vii) "Law" includes any constitutional provisions, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.
- (x) "Wet Garbage" means any biodegradable garbage, consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, egg shells,

- bones, flesh, used cotton, dust, etc. and as defined in the SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines.
- (xi) “Dry Garbage” means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, paper, cloth, etc. and as defined in the SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines.
 - (xii) “Service Area” means the entire area under different wards as specified in the tender document of Nagar Nigam Greater Jaipur, Jaipur.
 - (xiv) “Secondary Collection Points” means the place as specified by Deputy Commissioner Zone and Deputy Commissioner Garage where Firm has to unload their primary collection vehicles after door to door collection of waste from household, from where collected Waste shall be transported through Garage section of Nagar Nigam Greater Jaipur or any other mechanism adopted by NNGJ. Operation and management and up-keeping of Secondary Collection Points/ Transfer Station shall be done by Deputy Commissioner Zone and Deputy Commissioner Garage.

2.0 Representations and Warranties of Parties

- 2.1 The Firm represents and warrants to NNGJ for the term of this Contract that:
- (a) Expertise and skills to manage, operate and maintain the services of daily Door To Door Household Waste Collection, segregation and transportation of collected household waste upto secondary collection point and carry out the operations under this Contract; and
 - (b) It has the financial standing and capacity to undertake the Contract.
 - (c) Prior to executing this Contract, the Firm has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the operations and performing services including conditions of existing area, Applicable Laws and clearances and all matters related to this Contract. The Firm is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.
 - (d) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
 - (e) No representation or warranty by the Firms contained herein or in any other document furnished by it to NNGJ or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
 - (f) no bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.
 - (g) Without prejudice to any express provision contained in this Contract Agreement, the Firm acknowledges that prior to the execution of Agreement under this Contract, the Contactor has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure in

service area and the information provided by NNGJ, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Firm in the course of performance of his obligations hereunder.

- 2.2 The NNGJ represents and warrants to Firm for the term of this Contract that:
- (a) NNGJ has full power and authority to award this Contract
 - (b) NNGJ has taken all necessary actions to authorize the execution of this Contract.
 - (c) This agreement under this Contract constitutes NNGJ's legal valid and binding obligation enforceable against it in accordance with the terms hereof:

3.0 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who has made such representation or given such warranty shall promptly notify the other of the same.

4.0 Assignment of Work

The Firm shall be responsible for timely submission of records to Deputy Commissioner Zone.

5.0 Amendments

This Contract is a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

6.0 Communications

- (i) Communications between Parties, which are referred to in the conditions are effective only when in writing.
- (ii) All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Hindi or English. If sent by registered post to the last known place or abode or business of the Firm shall be deemed to have been served on the date.

7.0 Interpretation

7.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

7.2 The documents forming part of the Contract shall be interpreted in the following order of priority:

- (i) The Signed Form of Agreement
- (ii) The Letter of Acceptance

- (iii) The Firm's Bid, Appendix to Bid, and the Schedules
- (iv) The Conditions of Contract

7.3 The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Jaipur shall have jurisdiction all over matters, arising out of relating to Agreement under this Contract.

8.0 Contract Period

8.1 The Firm shall commence performing different activities from the date of acceptance letter, start all pre-operational activities and arrange for all mobilization within ten (10) days from the date of issue of work order.

8.2 The Firm should ensure commencement of daily door to door collection and transportation of collected household waste in the service area within 10 (ten) days from the date of issue of work order.

8.3 The Contract Period shall commence from the date of acceptance letter for a period of one year. The NNGJ shall review the performance level of work/service under this Contract for renewal & renewal of contract shall be for subsequent one years on mutual consent.

8.4 The contract period can be renewed for further period of 01 (one) year by NNGJ on the basis of performance level of work/service. Alternatively, if the Firm wishes to discontinue his services and operations at the end of the contract period of 01 (one) year, it shall provide a minimum of ninety (90) days notice requesting for such discontinuation.

8.5 Notwithstanding anything the Firm shall continue to provide services and perform operations till the appointment of a Successor Firm.

8.6 The performance of service and work of the Firm shall be evaluated by Deputy Commissioner Zone under NNGJ every month on the basis of performance report of Independent Engineer/ IT cell of NNGJ.

8.7 In the event that the Parties agree to continue with the current Contract after Contract period of one (01) years, all Conditions of Contract shall be followed as laid out in this bid document. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

9.0 Price Adjustment

The rate for Door to Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System shall be on rate per household unit per month and shall hold well throughout the contract period. Rate per household unit per month submitted by

successful bidder shall be revised @ 3% increment per year from the quoted rate by the firm.

10.0 Scope of Work

Parts Of The Work: Door to Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur. The prime features of work/service, to be performed and provided under this contract by the Firm, are as follows:-

10.1 PART A. Pre-Operational Activities: The Firm has to complete pre-operational activities & to do waste collection activities during pre-operational activity time period concurrently. The details of activities are as follows:-

S.No.	Description	Compliance to be done
1	<p>Field Survey:</p> <ul style="list-style-type: none"> ➤ Total nos. of households in ward and entities mentioned in table of user charge, ➤ The total nos. of commercial and other establishments in the ward ➤ Total nos. of Bulk Waste Generators in wards with their geo-locations, ➤ Geo-fencing of wards ➤ Geo-fencing of vehicles routes in Real time monitoring system (until & unless route is modified as per survey of successful bidders & submitted, attached route shall be final) <p>(The survey data shall be kept secured and stored in encrypted form. The same will be provided to Nagar Nigam Greater Jaipur for verification and other related work in the form of easy access i.e. android application etc. Survey data shall be verified by the Zonal CSI.)</p> <p><i>RFID/household & other survey data confidentiality shall not be shared, used without written consent of Nagar Nigam Greater</i></p>	<p>The Firm shall complete the survey within two months and no penalty shall be made for initial two months period.</p> <ul style="list-style-type: none"> ➤ Firm has to do complete survey taking consideration that no area of household and commercial and others establishments are left. ➤ Firm has to submit survey data on every 15 days. ➤ Nagar Nigam Greater Jaipur has its sole discretion to add new areas in zone’s RFP. ➤ During this contract period, if any residential and commercial area develops and any new area is added into jurisdiction of Nagar Nigam Greater Jaipur. Firm shall do survey and submit report to the authorities. ➤ Penalties shall be imposed if timely completion of survey is not done in scheduled time interval. <p>No penalty shall be made for initial two months period. After completion of two month penalty of Rs. 5000/- per week shall be imposed for the remaining survey work.</p>

	<i>Jaipur</i>	
2	Preparing Route Plan and submitting to the Deputy Commissioner Zone. Submission of beat-wise /sector-wise manpower (Supervisors and Safai Kamgar)	After complete survey, firm shall submit route plan according to survey & get it approved by NNGJ till then firm shall work according to the fixed route chart attached with RFP. Within (10) days from the date of issue of Work Order to the Firm to commence work by NNGJ. (Indicative Route is attached with this RFP.)
3	Training to the field staff deployed for collection of household waste	Firm shall deploy trained staff for collection of household waste,
4	Meeting with the Deputy Commissioner zone to review all activities	Meeting Regularly and reporting about the progress of work

Part B: Installation of Real Time Monitoring based monitoring System including tools for monitoring and mobile applications for door to door collected household waste collection up-to secondary collection points: - Proposed automation system shall consist of the following components/tools integrated or standalone with bare minimum features as described below.

- **Navigation Device System Installation:-**Navigation Device with VTS shall be installed in all primary collection vehicles involved in Door-to-Door collected household waste collection. Navigation Device shall contain software capable of doing following task efficiently which shall provide route to each household in both online/offline mode. It shall send real real-time collection details to Web Portal.
- **Smart Electronic Card (RFID Card) Installation:** Installation of “Smart Electronic Card (RFID Card)” with unique Id at the outer wall of every house/shops/hostel/hotel etc. Single RFID Smart card (13.56 mHz & Mifare1k, Smart electronic card of minimum size 50mmX80mm.) shall be installed in multistorey building/apartment & commercial building /shop, Kachhi Basti, thadi/thela etc. Printing of common design and colour on RFID smart card shall be approved by authority of Nagar Nigam Greater Jaipur situated within the territorial limits of Nagar Nigam Greater Jaipur. Geo-tagging and collection of necessary information of each house/shops/hostel/hotel etc. shall be done through survey. Color of RFID cards of household & commercial Establishments will be different.
- **Smart Card Reader with upgradable Optional Payment System:-**Smart Card Reader shall be used to update waste collection status of all house/shops/hostel/hotel etc. After waste collection from house/shop, the attendant shall read installed smart

card and Smart Card Reader shall update this information on Web Portal and Firm must provide a Smart Card Reader to the attendant per vehicle.

- **Web Portal:-**Web portal for Nagar Nigam Greater Jaipur for real-time monitoring and reporting (shall be able to check the real time waste collection and payment history & able to download ward wise report day/week/month) of door to door waste collection.
- **Android application for registered users (i.e. house/shop/hostel/hotel):-**The user shall be able to download application from google play store and shall be able to get notification in their application 5-10 mins before the arrival of the waste collection vehicle& able to check at least 06-month history of waste collection and user charge payment (if applicable). The user shall be able to log complaints related to their Door-to-Door collection as and when demanded by Deputy Commissioner Zone & ITcell.
- **Application for waste collection:-**Monitoring of waste collection from all residential areas, apartments, quarter, commercial areas, Hotel, Restaurant and Office complex etc. on routine basis through photographs & videos of operation.

Part C: Door to Door waste primary collection and transportation:-

- i. Door to Door waste collection of segregated dry, wet waste, sanitary waste & domestic hazardous waste from all residential areas, Apartments, quarter, Commercial areas, Hotel, Restaurant, and Office complex, multi-story societies, gated communities, thadi/thelas and Bulk Waste Generators etc. on daily basis & transport to their respective secondary collection point. Sanitary Waste & Domestic hazardous waste has to be collected separately at secondary collection point/transfer station or as decided by Nagar Nigam Greater Jaipur.
- ii. The Firm shall provide New Primary vehicles (LCV with more than 1100 Kg capacity) with provision of separate collection (Registration certificate of new primary vehicles must be in the name of firm), one driver and minimum one helpers with each Hooper for door to door garbage collection in residential and commercial/ markets & other areas of the wards. List of ward wise Hooper deployment is mentioned below until it changes (Indicative Route is attached with this RFP.)

S. No.	Ward	Tentative Hoopers (LCV with more than 1100 Kg capacity)	Ward wise Hazari Point location details
1	65	2	Bhankrota Bus Stand, Ajmer Road
2	66	3	Van Vihar Colony, Ajmer Road, Bhankrota
3	67	2	Kamla Nehru Nagar, Ajmer Road, Bhankrota
4	68	2	New Sanganer Road, Near Swarn Garden
5	69	3	Power House, Kiran Path, Mansarovar
6	70	3	Swarn Path, Near Hotel Mama

7	71	6	Near Tejaji Mandir, New Sanganer Road
8	72	3	VT Road Chauraha, Near Madhyam Marg Sulabh
9	73	3	Varun Path Chauraha, Near Jain Mandir
10	74	4	Opposite Swarn Garden, New Sanganer Road
11	75	4	Thadi Market, Near Councillor Office
12	76	3	Infront of Maharashtra Bank, Ridhi Sidhi Chauraha
13	77	3	Ridhi Sidhi Chauraha, Near Sulabh Complex
14	78	2	Surya Nagar, Vivekanand Park, Ridhi Sidhi Chauraha
15	79	3	Near Govt School, Triveni Chauraha
16	80	2	Near Shopping Center, Triveni Nagar
17	81	3	Opposite Durgapura Railway Station
18	82	3	Near Garrage, Mansarovar Zone
19	83	3	Muhana Mandi Road, Infront of N.H-11 Hotel
20	84	3	Near B-2 Bypass Sulabh Complex
21	85	2	Corner of Dwarikadas Park, B-2 Bypass
	Total	62	
<p><i>*Apart from above required hoopers firm must always kept 10% hoopers in reserve.</i></p> <p><i>*In addition to above, One dedicated hopper shall be deployed for sweeping waste in each ward, which shall be transported to Transfer station directly.</i></p>			

Note –

- Firm shall work with deployment of minimum above nos. of hoopers until & unless route is modified as per survey & approved by NNGJ. After survey if more hoopers required shall be deployed by the firm for 100% Door to door collection of waste. For collection of garbage from narrow lanes in which the above hooper is unable to collect the waste the firm shall deploy Tricycle, E Rickshaw or other necessary arrangements.
- Firm shall work according to the attached indicative route chart until new route map (as per survey & CPHEEO manual) is prepared and approved by NNGJ. Firm shall have to submit the changed route map after completion of survey within 30 days period.
- After completing the survey, the firm shall submit a route plan based on the survey findings and obtain approval from CSI/Zonal Deputy Commissioner/IT cell. Until the new route plan is approved, the firm shall operate according to the fixed route chart attached with the RFP.
- IT component and centralized monitoring system shall be looked by IT cell of NNGJ and further changes required for improvement of online monitoring system shall be suggested & provided by IT cell of NNGJ.
- Firm shall not use/ deploy same vehicle, driver and helper in more than one ward. There should be no repetition of vehicles, driver and helper during operation/ work.

- The firm shall install both VTS tracking systems (GPS Devices and other compatible systems as needed) and RFID card readers.
 - Payment shall not be made if there is a discrepancy between the VTS data and the RFID data.
 - The Firm shall paint NNGJ Complain Center helpline no., Ward no & signs for dry, wet waste & domestic hazardous and messages for promoting segregation of waste at source on vehicles at his own cost.
 - Firm has to deploy the New LCV with more than 1100 kg capacity for efficient household garbage collection in Nagar Nigam Greater Jaipur.
- iii. Firm shall install RFID cards at each household, commercial & other Establishments & VTS at each vehicle at his own cost & Geo-fencing system shall be maintained by the firm for real time monitoring of Garbage collection. Firm shall develop IT based Monitoring system including LED (Size Min 40 inch) develop a control room in zone for effective monitoring.
 - iv. In case of failure in VTS & Geo-fencing system, Firm shall submit daily report to Zonal Deputy Commissioner. The Zonal Deputy Commissioner shall examine the performance of the firm on the basis of performance report submitted by the Independent Engineer/IT cell of NNGJ which will be prepared on the basis of RFID cards scan on daily, VTS & Geofencing system and submit its performance report for payment on the basis of evaluation done.
 - v. The Firm shall install and replace or repair the defective smart card/RFID/VTS at his own cost during the tenure of the project. In case of failure of RFID, during this transition period of such repair. RFID cards/VTS shall be replaced within 02 days necessarily. Manual verification of work from such household is essential but shall not more than 02 days. This shall be verified by Independent Engineer/IT cell of NNGJ.
 - vi. The firm shall be responsible for the collection and removal of waste from open depots, litter bins, and sweeping waste.
 - vii. All the Open depots shall be eliminated within 02 month from the date of work order, In case of default penalty shall be imposed as mentioned in Point no 16 of Clause 48.
 - viii. One dedicated hopper shall be deployed for sweeping waste in each ward, which shall be transported to transfer station directly.
 - ix. Initially IEC shall be done to aware concerned citizens to not to generate open depot. Thereafter every month list of habitual offender generating depot shall be submitted to Zone DC.
 - x. In case open depot is lifted by Nigam's vehicle, Incurred cost plus penalty equal to incurred cost shall be imposed on the contractor. Details of actual incurred cost shall be provided by garage section to Zone DC.
 - xi. If any complaint is received for redressal of grievance online (NNGJ Call Centre, Rajasthan Sampark Portal, Swachhta MoHUA App, CM Helpline or any other mode of complain registration in future) and offline at office, the Firm shall be bound to resolve all the complaints within 24 hours
 - xii. The Firm shall provide mobile application and web-portal consists of all necessary information such as vehicle registration no., driver name and mobile

- number, attendant name and mobile no. assigned to particular ward or all wards to the Zonal Deputy Commissioner of Nagar Nigam Greater Jaipur. Application/web portal should show the locations and details of drivers & worker on the work. All hooper should have functional music system/hooters. Audio/music/Jingle shall be decided by the Commissioner of NNGJ. Any change in Jingle shall be done on the orders of Commissioner of NNGJ only.
- xiii. The centralized monitoring of project at headquarter level shall be done by IT cell of NNGJ & submit its report to DC health who shall coordinate with DC Zone & CSI. IE/IT cell of NNGJ shall submit report to the Zonal Deputy Commissioner NNGJ, The role & duties of IE/ IT cell of NNGJ -
- Verify the door to door waste collection from Household, commercial and other establishment through RFID Cards/VTS.
 - Appoint one technical person at Zone level & Head office level each who will submit the report to Zonal Deputy Commissioner NNGJ.
 - Shall assist Zonal Deputy Commissioner NNGJ. (*other details mentioned in Clause no 26.0*)
- xiv. The Firm must provide mobile application and web-portal credentials for the Zonal Deputy Commissioner & Independent Engineer/ IT cell of NNGJ to monitor the fleet movement and monitoring during working hours and to check the door to door collection reports for a particular ward or zone.
- xv. The Firm shall provide survey report consisting of detail of each house hold & commercial establishments for physical verification process upto 7th of next month in initial survey duration. Survey Report shall be checked and verified by ward SI & CSI and IE/ IT cell of NNGJ & it shall be approved by Zonal Deputy Commissioner within 14 working. Billing of fourth month & successive months shall be made on the basis of covered Households and other establishments. If after completion of survey process if the counts of households comes less than the tentative household & commercial establishments list mentioned in clause no 1.1.5 then the extra payment made during initial 03 months shall be adjusted/recovered from the bills of firm by zone accountant.
- xvi. The Firm shall collect user charges from households & establishment as per the prescribed law/rules/regulations/norms framed by the Central/ State Government or the user charges notified by Nagar Nigam Greater Jaipur or develop a platform for submission through application on instruction of Nagar Nigam Greater Jaipur.
- xvii. Receipt of user charge collection will be issued to householder and others on the same day of collection of user charges. One receipt copy shall be maintained by Firm and shall be submitted to Deputy Commissioner Zone. Collected amount with record shall be deposited in Zone office. Online record of user charges collected shall be maintained by the firm which can be monitored and checked by NNGJ.
- xviii. The Firm shall collect user charges deposit in the account of Nagar Nigam Greater Jaipur.
- xix. Nagar Nigam Greater Jaipur can start or rescind the revenue collection anytime as per its convenience.

- xx. Firm shall be bound to follow instruction and directions given by CSI/ Deputy Commissioner Zone and Independent Engineer/ IT cell of NNGJ.
- xxi. An IEC activity shall (Information, Education & Communication) be done by Firm to promote segregation at source, after three months of IEC activity and work, NNGJ will provide necessary assistance to firm in capacity and awareness buildings.
- xxii. After 01 months of preoperational activities, progress of preoperational activities shall be reviewed by Deputy Commissioner Zone & IE/IT Cell shall submit the progress report of the firm and directions issued by Deputy Commissioner Zone will be implemented by firm.
- xxiii. All the Machineries/ Hoopers shall report to the respective ward sanitary Inspector & CSI at respective ward Hazrigah (starting point). After completion of door to door collection, segregation & transportation work of respective ward, ward supervisor shall report to the ward SI & CSI and ending point of hoopers shall be respective secondary collection point/ transfer station for that ward.
- xxiv. Secondary collection point/ Transfer Station can be changed at any time on the decision of Authorities of Nagar Nigam Greater Jaipur which shall not affect the door to door collection of work.

10.2 Firm shall arrange all the required equipment, tools and vehicles, workshop and parking of vehicles at their own cost. NNGJ will provide POS machines to the firm at his own cost (one POS machine Per Hooper). Operation and maintenance of POS machines shall be done by Firm. Installation cost of RFID Tag/VTS shall be borne by the Firm. Firm shall install different colored RFID Tag for Residential and commercial establishments

10.3 Repairs and Maintenance

Firm shall carry out regular repairing and maintenance of all equipment and vehicles being deployed by the Firm at his own cost.

10.4 Capacity and Awareness Building

- Designing and implementing public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection & Distribution/ putting up campaign materials like brochures, posters, stickers.
- Involve NGO, RWA, Corporators, NNGJ officials in public awareness campaigns.
- Organize colony/community level events comprising workshops and meetings with RWAs etc
- Conducting orientation programs (at least two in a year) for all workers belonging to MSW Service.
- Placing and painting information boards/banner at least two locations in the ward for disseminating information to public for availing the services envisaged in the project.
- Encourage people for use of different dustbins for waste accumulation.
- Motivate to mobilize the community support for waste management in area of operation/wards.

- To encourage for payment of collection charges for door-to-door collection
- Promote 3Rs (Reduce, Reuse & Recycle) and usage of Recycling Centre in the area
- NNGJ will provide necessary assistance to firm in capacity and awareness buildings.

10.5 Independent Engineer/ IT cell of NNGJ:- An Independent Engineer (IE) will be appointed/ IT cell of NNGJ work independently for all technical support, guidance and supervision the project and its allied activity. The payment to the IE (in case IE is appointed) will be borne by NNGJ.

11.0 Working Hours: Firm shall ensure route wise timely collection in the period of 08:00 AM to 2:00 PM from all household, all other establishments etc. in the morning shift & in commercial establishment 5.00 pm to 09.00 pm or specified by NNGJ.

11.1 The Firm shall ensure the presence of his personnel every day in field.

11.2 The Firm can modify the working hours with the consent of the NNGJ. The Firm should inform of such changes to NNGJ.

11.3 The Firm shall ensure all operations on three sixty five (365) days of a year irrespective any National Holidays, Sundays and Festivals. (Subject to the Govt. orders & Notification)

12.0 Approval of the Firm's Methodology and Work Program

12.1 The Firm shall submit timing, methodology and work program, which he proposed to adopt in order to provide efficient and satisfactory level of operations/services mentioned in section 10.0 (*Details mentioned in Part A-Preoperational activities*).

13.0 Access to Site

The Firm shall allow any person authorized by NNGJ access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

14.0 Safety

The Firm is responsible for the safety of all its activities on the Site.

15.0 NNGJ's Responsibilities

15.1 NNGJ shall be responsible for procuring, obtaining and maintaining Clearances, provided however that the Firm shall be responsible for maintaining the conditionality of any such clearance, if such maintenance falls within the purview of the Firm.

15.2 The Zonal SI & CSI of Mansarovar Zone & IE appointed by Nagar Nigam Greater Jaipur / IT cell of NNGJ shall supervise the Firm's work and services in the direction of the Zonal Deputy Commissioner at all times and notifies the Firm of any defects found/identified in operation and service level during inspection. Such inspection/checking shall not affect the Firm's responsibilities. The Firm shall have to correct a defect and improve service level within the time as directed by Zonal Deputy Commissioner.

16.0 Firm's Responsibilities

16.1 Firm shall install Information Communication Technology based system i.e real time monitoring through RFID, Geofencing & VTS based monitoring System

16.2 The Firm shall provide sufficient manpower, machinery, equipment, etc. (details mentioned in clause 10.0) The machinery and equipment shall have to be so designed so that these are in accordance with SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines. The specification designs of all equipment/machineries etc. are required to be approved by NNGJ before start of using.

16.3 The vehicles/machineries to be used by the firm shall be got registered, insured and declared fit/checked by Garage section of NNGJ.

16.4 The Firm shall not modify or alter any Operations without prior written permission of the Zonal Deputy Commissioner.

16.5 The Firm shall be responsible for the safety of all its activities & its personnel on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

16.6 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the service area shall be deemed to be the absolute property of NNGJ.

16.7 The Firm shall be responsible for deposition of all taxes required during as per the law of the land the execution of this contract.

17.0 Environmental Compliance

The Firm shall, at all times, ensure his operations and services regarding collection of Household Waste conforming to the laws pertaining to environment, health and safety aspect including SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines., policies and guidelines related thereto.

18.0 Maintenance of Records

The Firm & IE appointed by NNGJ/ IT cell of NNGJ shall maintain records of the household collected & any other data required in the format as required by Zonal Deputy Commissioner.

19.0 Sale/disposal of Waste

The Firm shall not sell or otherwise dispose of waste, recovered from the collected household waste. Waste shall be sent to designated place as per NNGJ directions.

20.0 Insurance

20.1 The Firm shall insure his workmen, equipment etc. No additional burden should fall on the NNGJ due to absence of insurance.

20.2 The Firm shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/arranged/deployed/taken from NNGJ in his possession under this contract. NNGJ shall not be responsible for any type of liability in this regard.

20.3 The minimum amount of Third Party Liability insurance cover shall be Rs 1,00,000 (Rupees one Lakhs only) per occurrence or event, with the number of occurrences not less than four. The Firm shall promptly notify NNGJ of each claim made under the Third Party Liability coverage, and shall renew the Third Party Insurance after each such occurrence in order to maintain the number of covered occurrences at not less than four.

20.4 The minimum coverage against damage to the facility and materials during operation of the contract shall be Rs. 1,00,000 (Rupees One Lac only). Limiting the Firm's liability pursuant to Clauses 16.0 and 24.0, the following insurance cover is to be provided and maintained by the Firm in the joint names of NNGJ and the Firm for the period from the Start Date to the end of the Contract Period.

20.5 Third party liability in an amount for any one claim or series of claims arising out of any one accident or event;

- (a) Adequate workmen's compensation and/or employer's liability insurance which complies with applicable legislation;
- (b) Adequate automobile public liability and property damage insurance

20.6 Policies or certificates of insurance are to be produced by the Firm to Deputy Commissioner zone for approval before the Start Date and subsequently as NNGJ may require.

20.7 Deputy Commissioner zone shall be given 30 days advance notification in the event of cancellation or change in any part or all of said insurance policies.

21.0 Accidents

21.1 It shall be the Firm's responsibility to protect to workmen, materials, equipment, vehicles and other immovable property in possession against accidents.

21.2 The Firm shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Firm. This includes any third party claims.

21.3 On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Firm shall within 24 hours of such accident, report in writing to the Zonal Deputy Commissioner, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

21.4 In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Firm or by the NNGJ, the NNGJ shall retain whole or part of the deposit due and payable to the Firm such sum or sums or money as may in the opinion of the NNGJ sufficient to meet out liability, on receipt of award from the Labor Commissioner in regards quantum of compensation the difference in amount will be adjusted.

22.0 Engagement of Staff & Labor

22.1 The Firm shall employ skilled, disciplined and sincere labor in sufficient numbers for carrying out door to door collection to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Firm's obligations under the Contract and to the satisfaction of the Zonal Deputy Commissioner.

22.2 Any lack of workforce shall be considered as a Firm's deficiency. No additional payments will be made, if the increase in the work force and equipments are needed at a later stage to meet the requirement of work. The Firm may, at his own cost and responsibility, increase workforce and equipments in order to meet the requirement of work.

22.3 The staff and workers deputed by the Firm during the course of Contract must behave decently with the Corporation's officers and staff and with the common people. The Firm shall have to withdraw such person, who is found to be undisciplined, misbehaving, under the influence of intoxicant or whose services are considered detrimental to the Corporation's Interest. The Firm shall be solely

responsible for the behavior and honesty of deployed Workforce. The Zonal Deputy Commissioner reserves the right to ask for the replacement of the personnel not found fit enough in respect of discipline, honesty and sincerity. The Firm shall ensure that such person leaves the service area within three (03) days and has no further connection with operation under this Contract. The Contract shall then appoint or deploy a suitable replacement of such person.

22.4 The Firm shall comply with all the provisions of the laws regarding deployment of labor under the contract. It shall be the liability and responsibility of Firm to implement the provisions of Acts; the Abolition of Contract Labor Act, The Minimum Wages Act and the Workmen's Compensation Act. In addition to followings:

- (a) The Firm shall not employ in connection with the operations and services under this contract any person who has not completed his/her eighteenth year of age.
- (b) At all times during continuance of the Contract, the Firm shall abide by all existing and future labor enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Firm shall keep NNGJ indemnified in case any action is taken against NNGJ by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- (c) The Firm shall keep all records desired under the said labor laws submit periodical returns to the respective statutory Authority. The Firm shall in respect of labor employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
- (d) The Firm shall obtain the license in accordance with the Rules and Provisions of Contract Labor (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein if applicable.
- (e) The Firm shall pay the staff deployed by him under this Contract as per the minimum wages act in force and amendments.
- (f) Notwithstanding anything contained herein, the Corporation may take such action as may be necessary for compliance of the various Applicable Labor Laws and to recover the cost thereof from the Firm.

23.0 Other facilities

The Firm shall take full responsibility to provide the following facilities to his deployed staff/ laborers.

- (a) The payment of wages to the workers & giving all other facilities according to the Minimum Wages Act & Employees State Insurance Scheme.
- (b) Medical check-up of each staff engaged with management and handling of collected household waste under this Contract once every twelve month for communicable diseases at the Firm's cost and submitting the report to the Zonal Deputy Commissioner.

- (c) Ensuring deployed staff in pre-scribed uniform and Identity Card with photo during working hours.

24.0 Indemnification

24.1 The Firm shall indemnify and keep indemnified NNGJ against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

24.2 The Firm shall at all times indemnify NNGJ against all claims, damages or compensation under the provisions of,

- (i) Payment of Wages Act, 1936;
- (ii) Minimum Wages Act, 1948;
- (iii) Employers Liability Act, 1938;
- (iv) The Workmen's Compensation Act, 1923;
- (v) Industrial Dispute Act, 1947;
- (vi) Indian Factories Act, 1948; and
- (vii) Any other relevant act

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Firm be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

25.0 Firm's Superintendence

25.1 The Firm shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Firm's obligations under the Contract. The Firm shall nominate a competent and authorized representative ("Firm's Representative") The Firm's Representative shall give his whole time to the superintendence of the operations and shall receive instructions from Zonal SI/CSI & Deputy Commissioner Zone and Independent Engineer/ IT cell of NNGJ.

26.0 Reporting and monitoring: The Firm shall carry out all reporting to the Independent Engineer appointed by NNGJ/ IT cell of NNGJ and concerned SI (Sanitary Inspector), CSI (Chief Sanitary Inspector) & Deputy Commissioner Zone at Zone Level. The field sanitation staff at the zone level in the hierarchy i.e., CSI (Chief Sanitary Inspector), Ward SI (Sanitary Inspector) under the Deputy Commissioner Zone, shall check the work of the Firm on day to day basis and Independent Engineer/ IT cell of NNGJ shall also oversee and monitor the work of

the Firm in Mansarovar Zone on day to day basis under the direction of Deputy Commissioner Zone.

The Zonal staff (SI & CSI) of Sanitation Department shall supervise the firm's work and services in the direction of Deputy Commissioner Zone at all times. Any lapse, if found by any of these employees during their inspection of the area, they will record and submit report to Independent Engineer/ IT cell of NNGJ & Deputy Commissioner Zone. In case of non- attendance of the complaint promptly, Deputy Commissioner Zone will impose penalty for the lapse notice on the basis of evaluation done by IE/ IT cell.

- During non-functioning or failure of Real Time Monitoring system Zone CSI (Chief Sanitary Inspector) and Ward SI (Sanitary Inspector) shall check the work & submit the report to IE/ IT cell of NNGJ. This mechanism shall not applicable for more than 02 days of default.
- Deputy Commissioner Zone will supervise all work at Nagar Nigam Greater Jaipur for any directions to sanitation staff and necessary action in this regards. Deputy Commissioner Zone shall supervise the firm's work and services under the direction of Commissioner, Nagar Nigam Greater Jaipur at all times. Any lapses, if found in work of firm, Deputy Commissioner Zone shall issues notices to the firm for improvement of work and submit report to Commissioner, Nagar Nigam Greater Jaipur.
- Independent Engineer/ IT cell of NNGJ will establish IT and IVRS Call centre at Headquarter Nagar Nigam Greater Jaipur for monitoring of IT work and evaluation of the work and submit report to the concerned Deputy Commissioner Zone. The Independent Engineer/ IT cell of NNGJ will do following task:-

1. Verification of Survey data done by the Firm
2. Monitor the RFID Installation work/VTS and submit its status report to Zonal Deputy Commissioner
3. Verification of Real time monitoring system developed by the firm
4. Cross checking of report generated from web portal through feedback and random calls on daily basis to public.
5. Registration of door to door complaints and feedback at IVRS/ Call centre.
6. Report of grievance/ complaints received and resolved online (NNGJ Call Centre, Rajasthan Sampark Portal, Swachhta MoHUA App, CM Helpline or any other mode of complain registration in future) and offline at office.
7. Check the installation of the complete Real Time Monitoring-based automation system mentioned in the RFP provided by the firm & shall approve IT based work conducted by the firm as per timeline mentioned in RFP.
8. Prepare summary reports on the basis of reports/ survey submitted by firm and field staff and submits it to Zonal Deputy Commissioner.
9. Prepare the performance report with recommendation for imposing penalties & amount to be deducted from the monthly bills of the firm mentioned in clause 48.0.

10. Submission of Performance report upto 10th day of next month.

27.0 Pre-Operational Activities

The Firm shall have to complete the various activities before starting operations in the service area. The Firm shall commence all activities concurrently. The details of activities are as follows.

S. No.	Description of Activity	Duration for Completion of Activity (in Days)
1	Issue of Letter Of Acceptance (LOA) from employer	Start date
2	Deposit of Security Deposit with NNGJ	Within fifteen (15) days from the date of issue of LOA.
3	Signing of Agreement	Within Twenty (20) days from the date of Letter of acceptance (LOA).
4	Issue of work order	On the date of signing of agreement

28.0 Pre-operational Activities: as per mentioned in clause no 10.0 Scope of work Part B.

29.0 Payment of Commission, Gratuities, Rebates, Gifts

The Firm shall have to undertake that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Bid, have been given or received in connection with the payment process or in the contract execution.

30.0 Site Complaint Centers

The Firm shall establish complaint centre at zone office under the contract for running a complaint center. This complaint center shall be suitably furnished with electronic equipments for smooth functioning of complain centre. The complaint center shall remain functional between 9.00 A.M to 6.00 P.M. on all the days of the year. Both public and Council officials shall have free access to this office. All expenditure towards procurement of space, furniture and upkeep of the offices shall be borne by the Firm. Room Space and Electricity Shall Be Provided by Deputy Commissioner zone at zone office.

31.0 Storage of Equipment and Parking of Vehicles

Firm shall arrange the space at his own cost for storage of his equipment and parking of his vehicles preferably within the designated area of the Contract. Safe keeping of the equipment shall be the sole responsibility of the Firm. In case of loss or damage, no claim of the Firm shall be entertained by NNGJ.

32.0 Operation and Maintenance of Equipment

32.1 It shall be the responsibility of the Firm to arrange for fuel, lubricant and oil for operating the vehicles. All repairs and maintenance of the equipment shall also remain the responsibility of the Firm.

32.2 All vehicles and equipment used in the work shall be kept reasonably clean and aesthetically acceptable to the public. Besides, periodic maintenance, vehicles and equipments shall be got painted regularly as per NNGJ's directions during the contract period.

33.0 Fire Prevention

The Firm shall take all precautions necessary to ensure that no fire during operation. In case any fire incident takes place, he shall arrange to extinguish the same on top priority with the help of city fire service.

34.0 Clearance of Firm's Facilities

On or before expiry of the contract/completion period the Firm shall clear away all his temporary facilities including but not limited to offices, camps, storage yards, workshops, toilets etc.

35.0 Fair Wages

35.1 The Firm shall pay not less than fair wage/minimum wages to laborers engaged by him on the work as revised from time to time by the Government of Rajasthan, but the Government shall not be liable to pay anything extra.

35.2 (Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)

35.3 The Firm shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labor engaged in connection with the said work, as if the laborers have been immediately or directly employed by him.

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

35.5 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.

36.0 Protective Clothing and Footwear

The Firm shall, at his own expense, provide protective clothing and equipments to all staff and labour engaged on the contract. Such clothing and equipment shall include, at minimum, protective footwear, mask, reflectors and gloves for workmen envisaged in the Contract.

37.0 First-Aid Services

The Firm shall, at his own expense, provide first aid equipment.

38.0 Festivals and Religious Customs

The Firm shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

39.0 Disorderly Conduct

The Firm shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Firm's labor when this is done to the detriment of pre- existing local interests.

40.0 Records of Labor and Accidents

The Firm shall maintain working hours and wages of labor, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to NNGJ as he may from time to time prescribe.

41.0 Public Awareness

The Firm shall, do public awareness/ information/ safety as directed by NNGJ as mentioned in clause no 10.4

42.0 Contract Price

42.1 The Contract Price shall cover all expenditure incurred on staff, establishment, maintenance and repairs, spares and consumables, fuel and any other expenses. NNGJ will provide POS machines to the firm (one POS machine per hooper) or reimbursement of the cost of POS machine in case, firm provides POS machine. Installation of RFID & Operation & maintenance cost of POS shall be borne by the firm. The Contract Price shall also include all duties, taxes, that may be levied in accordance to the laws and regulation in-force on the Firm's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Firm from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

- 42.2 The Firm shall pay Taxes on all payments made to him under the Contract. The Firm shall pay all the Taxes directly to the Government of Rajasthan and to the Government of India or to the concerned department. NNGJ shall not take any responsibility for any kind of Tax payment to the Government or Quasi-Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the Firm under any law & those practice to the Nagar Nigam Greater Jaipur. The Firm shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

B. TIME CONTROL

43.0 Work Program

- 43.1 The Firm shall submit the Work program within 10 (ten) Days to Deputy Commissioner Zone from the date of signing of concession agreement. The following information is required to be submitted in the work program:

- Plan for Door to Door Collection from each household, commercial and other establishment. (*Work shall be done as per fixed routes charts until & unless it changes and approved by authority*)
- Plan for detailed survey of households and commercial establishments and others
- Plan for installation of RFID card at every households, commercial and others establishments and VTS at each vehicle
- Plan for User charges collection from every households, commercial and others establishments
- Plan for Real time monitoring through Geofencing, RFID Cards & VTS system
- Plan for Development of real time monitoring system at zone
- Records of personnel and Firm's Equipment on Site
- Plan for implementing IEC for Segregation.
- Establishing complaint center at zone.

- 43.2 In case NNGJ feels that some changes are needed in the methodology of working in the working hours or in the area to be covered, the same shall be carried out if mutually agreed.

- 43.3 NNGJ's approval of the program or an updated program does not alter the Firm's obligations under the Contract. Deputy Commissioner Zone shall supervise, monitor and execute the work though out the period through Zone CSI and Ward SI & IE appointed by NNGJ/ IT cell of NNGJ.

44.0 Suspension of Operation/ Service

NNGJ may at any time by written notice to the Firm suspend further performance of the operations/services, whereupon the Firm shall suspend further performance of the operations/services to the extent specified and shall properly ensure and protect all operations/services in progress. Such suspension

shall not exceed more than three (3) consecutive days each or aggregate more than thirty days (30) days in contract period. NNGJ may at any time give notice of resumption of the suspended operations/services, in whole or in part, whereupon the Firm shall resume its performance of that portion of the operations/services.

C. QUALITY OF SERVICES

45.0 Identifying Defects

Independent Engineer/ IT cell of NNGJ, SI, CSI shall check the Firm's work and Independent Engineer/ IT cell of NNGJ /Deputy Commissioner Zone (on the report of Independent Engineer/ IT cell of NNGJ) shall notify the Firm of any deficiencies which are found. Such checking does not affect the Firm's responsibilities.

D. COST CONTROL

46 Payments

46.1 The Firm shall raise bill for the work as per approved rates. The firm must submit the bills by 7th of every month in the Zonal Office. NNGJ will pay 50% of the amount within 15 working days upon submission of bills in the Zonal Office. Remaining 50% amount will be paid after complete verification and as per performance report submitted by Independent Engineer/ IT cell of NNGJ up to 7th of next month. An affidavit regarding deposition of GPF, ESIC and other cess etc applicable in the work shall be submitted with monthly bill invoices by the Firm. The Firm shall submit monthly bill to Deputy Commissioner Zone. Zonal CSI shall put up the bill to the Deputy Commissioner through accountant and clerk on the basis of performance reports of work & penalties obtained from Independent Engineer/ IT cell of NNGJ. The Deputy Commissioner Zone shall make and verify the payment of respective monthly bills to the Firm on the basis of performance report obtained by Independent Engineer/ IT cell of NNGJ & submit it to the financial advisor for payment.

Note:- Billing of fourth month & successive months shall be made on the basis of covered Households and other establishments. If after completion of survey process if the count of households comes less than the tentative household & commercial establishments table mentioned in RFP. Then the extra payment made during initial 03 months shall be recovered from the bills of firm.

46.2 The Deputy Commissioner Zone shall deduct penalty levied in the month under billing or other penalty levied in previous months but not recovered.

46.3 Bill generation, distribution and collection for User charges:-Monthly bills for user charges shall be generated digitally and shall be distributed to households 15 days prior to due date or as decided by Nagar Nigam Greater Jaipur and digital record of the same shall be maintained on web portal stated above and appear on user application. The user shall be provided with printed receipt on successful receipt of

user charges and the record shall be updated in real-time on user application and web portal.

- 46.4 Deductions from the Payment will be made if applicable towards Income Tax, Sales Tax, Turnover Tax, Service Tax and Royalties etc as per provisions of the statutory authorities, in force from time to time in the State of Rajasthan. The Firm is expected to include all such charges at the time of bidding submission. Any new taxes, increase in such tax's imposed/ applicable during the contract period shall be reimbursed by NNGJ as per actual after submitting the proof of the same.

47.0 Procedure of Payment

- 47.1 The Firm should submit the Bank and its branch name with his Account Number to NNGJ through the Deputy Commissioner zone after signing the agreement under this contract. NNGJ shall make payment through online mode.

48.0 Penalties

The period of first three month from the date mentioned in work order shall be reserved for installation of smart card at houses/shops and collection of data from houses/shops. The agency has to provide all services for this period however agency shall be exempted from all below penalties for first three month. After three months from the date mentioned in work order i.e. daily door to door collection, segregation and transportation of collected household waste the Firm shall be subject to the following service level and penalties for his failure to carry out operations and providing services properly. The Firm shall pay penalties at the rates stated in the following table. NNGJ may deduct penalties from payments due to the firm.

S. No.	Function	Default	Service Level	Penalty
1	Firm must cover 100% household of the ward.	If Firm covers less than 100% household of the ward. Penalty shall be imposed.	Daily	Rs 10/- per day per household.
2	The Vehicles of the firm shall not engage in private work during working hours.	Firm shall work as per agreement.	-	Rs.1000/- (amount) per day per vehicle.
3	Firm shall work 365 days (Subject to the Govt. orders & Notification)	In case of no service last for more than 1 day then the Firm will be fined.	Daily	Rs.10000/- (amount in Rs) per day. (additional to S.No.1)
4	The Agency worker will work in the proper	In case worker found without dress and ID card then the	Daily	Rs.500/- (amount per day per worker).

	uniform & PPE Kit (mask, Gloves, reflective jackets) with duly attested ID Card by the firm.	agency will be fined.		
5	Upkeep of Maintenance records & Submission of statutory documents & Reports	<p>Reports should be submitted on time otherwise agency will be fined. The Monthly report should be submitted before the 8th day of next month.</p> <ul style="list-style-type: none"> •Submission of IEC document •Submission of driver license, RTO tax, vehicle RC •Submission employee ESIC/ PF •Submission of coverage report •Submission of segregation of waste •Any statutory document/ report demanded by any Govt. authority. 	Monthly	Rs.1000/- for every week delay per report.
6	Vehicle should be covered during transportation. (From collection point to transfer Station)	If any, vehicle is found not covered by the Tarpaulin/Plastic etc. during transportation from collection point to transfer Station a fine shall apply for each day.	Daily	Rs.500/- shall apply for each day.
7	Non-attendance of any complaint within 24 hours	If Firm fails to resolve/attend the door to door and bin related grievances received on government portals	Daily	Rs.100/- per day per grievances.

		within the specified time limits then the Firm shall pay penalties per day per grievances.		
8	Zonal Monitoring system and its collaboration with NNGJ call centers and Proper functioning of Real Time Monitoring system as mentioned in RFP	In case of non-functioning of Real Time Monitoring based Automation system and Zonal Monitoring facility as mentioned in RFP upto two days then penalties shall be applicable.	Daily	Rs. 10000/-per day.
9	IEC for source Segregation (dry & wet waste & domestic hazardous waste)	The Firm shall promote source segregation and provide training to helper and driver	Monthly	Rs 5000 per month
10	Non establishment of compliant Center	Firm shall establish complain centre at zone office	-	Rs 1000 per day
11	Vehicle Unloads Collected Waste At Location Other Than Specified Secondary Collection Point/ Mobile Transfer Station/Spot Specified For Route.	Geofencing Report (Auto Analyzed For Running And Stoppage)	Daily	Rs 1000 per Vehicle.
12	Segregation of waste	Firm shall collect dry, wet waste & domestic hazardous. After 3 months if segregation doesn't take place penalty shall be imposed.	Daily	0-30% (Segregation)- 100000 Per month 30-70% (Segregation)- 75000 Per Month 70-90% (Segregation) - 25000 per Month
13	Provision of the Separate Compartments for dry, wet waste collection and bins for domestic	If Firm does not provide Separate Compartments in Hoopers for dry, wet waste & domestic hazardous penalty	Daily	Rs 500/- per Vehicle.

	hazardous collection in Auto-Tippers	shall be imposed.		
14	Project Assets maintained as specifications in Bid.	Firm shall maintain all project assets mentioned in Bid.	Daily	Rs 250/- per Vehicle.
15	Safety in Operations	Firm shall comply with the relevant regulations. Regarding Occupational Safety and Health.	Daily	Rs.10,000/- per incident plus any other charges related to the mitigation of the problems caused, apart from any liability under the Workmen's Compensation Act and/or other labor laws
16	Generation of Open Depots in Ward/Zone	Firm shall collect waste from each household/commercial establishment. All the wards should be deoptless.	Daily	After 02 months, on generation/found of open depot in ward/zone & verified by IE or as directed by NNGJ Rs 1000/- shall be imposed for each Open Depot
17	Unauthorized collection of user charges or collection of user charges more than notified	Authorized representative of the Firm shall collect user charges as notified by Government	-	Rs. 5000 per complaint received and immediate removal of such person involved in the activity.
18	Collection of User Charges	On Direction/Permission of NNGJ the firm shall start collecting user Charges within 03 months after survey time.	-	0-30% (Coverage)- 150000 Per month 30-70 %(Coverage) - 100000 Per Month 70-90% (Coverage) - 50000 per Month
19	Non removal of waste from any of the litter bin/sweeping waste/open depot.	If Firm fails to remove the waste from any of the litter bin/sweeping waste/open depot within the specified time limits or as directed by NNGJ then the Firm shall	Daily	Rs.100/- per day per grievances.

		pay penalties per day per grievances.		
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- The successful bidder has to develop a web portal to monitor daily operations of collection and transportation of MSW. Independent Engineer/ IT cell of NNGJ appointed by Nagar Nigam Greater Jaipur/ IT cell of NNGJ shall operate; monitor Web Portal developed by the firm. The web portal developed by firm must include the following features:
 - Daily report generation which includes coverage area in percentage, total length covered, total manpower in operation, total complaints received and resolved, total vehicles operational and off-road.
 - Automated daily report on Penalty imposed as per clause 48 will be generated from the portal. Authority and a relevant person can able to view and export data in excel format. Further Authority can add additional penalties as per clause 48 (if applicable), automation system of penalties shall auto accommodate those additional penalties. IE/ IT cell of NNGJ shall check & verify automated system developed by the firm.
 - Independent Engineer/ IT cell of NNGJ shall submit performance report to the Deputy Commissioner Zone.

49.0 Stringent penalties for continuous default: In case the firm is found to be continuously defaulting and unable to put the system in place, following procedure shall be followed: If total quantum of penalty as calculated through the above penalty system is more than 20% of the bill amount due for 02 consecutive months then Deputy Commissioner Zone shall issue a notice to the firm with a time period of 10 days for improvement in work. If Firm does not improve the work then, Deputy Commissioner Zone of NNGJ shall submit its report and recommendation to the commissioner for termination of the contract.

50.0 Tax and Audit

The price quoted by the Firm at the time of bidding shall be inclusive of all tax's applicable as on date of submission. Any increase in tax's or any new tax imposition during the contract period by NNGJ, State Government or Central Government departments shall be paid by Firm. Deputy Commissioner Zone and Financial Advisor shall comply tax and audit compliance for the work.

51.0 Performance Security

51.1 The Firm has to submit Performance security at the time of signing of Contract Agreement.

51.2 A Performance Security shall be provided to the NNGJ in a form as per Annexure III.

51.3 If there is no reason to call the performance security, the security deposit shall be returned to the Firm within 30 days of the contract completion period.

52.0 Cost of Repairs

52.1 Loss or damage to any public property between the Start Date and the end of the completion period is to be mended by the Firm at the Firm's cost, if the loss or damage arises from the Firm's acts or omissions.

52.2 Central control shall be housed at NNGJ premises where Firm shall provide access of zone to NNGJ head office.

E. COMPLETION OF THE CONTRACT

53.0 Completion of Work

Deputy Commissioner Zone shall issue a certificate certifying Completion of the operation/service to the Firm.

54.0 Taking Over

NNGJ shall take over the Services/ Operations immediately after the satisfactory completion of the contract period.

55.0 Final Account

The Firm shall supply to Deputy Commissioner Zone a detailed account of the total amount which he considers is payable to him under the Contract before the end of the successful completion of work. Deputy Commissioner Zone and Financial Advisor is to certify any final payment which is due to the Firm within 30 days of receiving the Firm's account provided it is correct and Comprehensive. The performance bank guarantee/Security deposit should be released to the Firm along with the final payments. Any dues obtained from RTO, ESIC, EPFO and any dues of any statutory body left to recover shall be recovered from the Firm by Deputy Commissioner Zone and Financial Advisor. This amount can be recovered from performance bank guarantee/Security deposit. Any penalties imposed by any court or consumer forum regarding non-deliverable of services and non-compliance of rules applicable shall be recovered from Firm.

56.0 Force Majeure

56.1 Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- (a) Earthquake, flood, inundation and landslide;

- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the Firm or any of the employees, or agents of the Firm.
- (d) Acts of terrorism
- (e) strikes, labor disruptions, any other disruptions or public unrest not arising on account of acts of the Firm
- (f) action of Government Agencies having Material Adverse Effect, including but not limited to
 - (i) any judgment or order of a court and consumer forum of competent jurisdiction or statutory authority in India made against the Firm in any preceding, which is non-collusive and duly prosecuted.
 - (ii) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Firm's breach or failure in complying with the SWM rule, 2016 and subsequent amendments thereof and CPHEEO guidelines., O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Firm as the case may be is bound.
 - (iii) Early termination of this agreement by NNGJ for reason of national emergency or national security.
- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (h) strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- (i) any resistance from the citizens or any other groups not allowing to perform the Project/work as stipulated in the tender.

56.2 Force Majeure shall not apply in the following circumstances and events.

- (a) Un-availability, late delivery of the spares, vehicles, machineries, equipments, materials and consumables for the work on account in change cost delay in manufacture
- (b) A delay in performance of any other agency or employees of the Firm.
- (c) Non-performance of vehicles, equipments, machineries resulting from wear and tear and not maintained in time.
- (d) Non-performance on account of failure to comply with any laws of India related to the work.
- (e) Medical Emergency period in which sanitation is essential.

56.3 Neither NNGJ nor the Firm shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

- 56.4 Upon occurrence of an event considered by the Firm to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify NNGJ's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Firm shall also notify NNGJ's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of NNGJ's Representative.
- 56.5 Upon occurrence of any event considered by NNGJ to constitute Force Majeure, and which may affect performance of NNGJ's obligations, he shall promptly notify the Firm and the Firm's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. NNGJ shall also notify the Firm of any proposals with the objectives of completing the works and mitigating any increased costs to NNGJ and the Firm.
- 56.6 Procedure for Calling Force Majeure:
- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.
 - (ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.
 - (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
 - (iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
 - (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
 - (vi) The Firm shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
 - (vii) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
 - (viii) The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure; NNGJ shall not be liable to make any payment to the Firm for him being affected on account of Force Majeure. In this

situation, the Firm shall only be paid for the work done, since unforeseen situation should be shared by both, NNGJ and Firm.

57.0 No Breach of Obligations

The Firm shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following.

- a) Force Majeure Event,
- b) Compliance with the instruction of the Deputy Commissioner Zone/Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder,

58.0 Events of Default

58.1 Firm event of default

- (1) At any time after the Commencement Date, the Deputy Commissioner zone may investigate where the Firm has failed to properly perform the operations in accordance with this contract. The Deputy Commissioner zone shall issue a notice to the Firm, instructing him to rectify the failure within a reasonable time.
- (2) An event of default on the part of the Firm, which results from the Firm being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- (3) The Firm
 - (a) Has repudiated the Contract, or
 - (b) Without reasonable excuse has failed to commence operations in accordance with this contract and or failed to complete the activities/operations within the time stipulated for completion
- (4) Gross misconduct of the Firm;
 - (i) Despite previous warning from the Deputy Commissioner zone in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;
 - (ii) The Firm persistently fails to follow Good Operating Practices in execution of the Contract;
 - (iii) The Firm stops providing the operations and the stoppage has not been authorized by the Deputy Commissioner zone;
 - (iv) The Deputy Commissioner zone gives notice that failure to correct a particular defect is a fundamental breach of contract and Firm fails to correct it within a reasonable period of time determined by the Deputy Commissioner zone;
 - (v) If the Firm is in breach of any law or statute governing the Operations;

- (vi) The Firm, in the judgment of the Corporation, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- (vii) The Firm has modified the composition of his company without prior approval of the Corporation;
- (viii) The Firm is unable to maintain the composition and structure of his organization due to any of the following causes:
 - (5) The Firm enters into voluntary or involuntary bankruptcy, or liquidation;
 - (6) The Firm becomes insolvent;
 - (7) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - (8) Any act is done or event occurs with respect to the Firm or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.
- (9) NNGJ has reserves the right to withdraw/ terminate the agency of applicant in any of following circumstances:
 - Information provided to NNGJ is found to be incorrect;
 - Misleading claims about the agency are made;
 - Clear evidence is received that agency has breached copyright laws/ plagiarized from another source;
- (10) NNGJ reserves the right to discontinue the specific or all services if the same is either not required or not delivered as per the expectation.

58.2 NNGJ's Event of Default

Any of the following events shall constitute an event of default by NNGJ:

- (i) NNGJ has failed to make the payment or part payment of the services provided by the Firm more than 03 (three) constitutive months;
- (ii) NNGJ is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 90 days of receipt of notice thereof issued by the Firm;

59.0 Termination of Contract Due to Event of Default and other major deficiencies:

(a) Termination of Contract due to Event of Default: - Without prejudice to any other right or remedy which NNGJ may have in respect thereof under this contract, upon the occurrence of Firm Event of Default, the NNGJ may, subject to the provisions of this contract, terminate this contract in the manner as set out under, If NNGJ decides to terminate this contract upon the occurrence of a Firm Event of Default, in the first instance, he shall issue preliminary notice to the Firm. Within fifteen (15) days of receipt of preliminary notice, the Firm shall submit to NNGJ through the Commissioner in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the Firm's proposal to rectify within said period of fifteen (15) days, Commissioner, NNGJ shall be entitled

to terminate this Contract by issuing termination notice and Security Deposit shall be forfeited.

(b) Termination of Contract due to major deficiencies: - If total quantum of penalty as calculated through the penalty system as mentioned in clause no. 48.0 is more than 20% of the bill amount for two (02) consecutive months then Deputy Commissioner Zone shall issue a notice to the firm with a time period of 10 days for improvement in work. If Firm does not improve the work then Deputy Commissioner Zone of NNGJ shall submit its report and recommendation to the commissioner for termination of the contract. Commissioner of Nagar Nigam Greater has full right to terminate the contract.

60.0 Settlement of Dispute, Jurisdiction

Any dispute resulting from this Agreement shall be look after by Deputy Commissioner Zone. In the event, that dispute is not resolved within 30 days in any particular case; the dispute shall be referred by Deputy Commissioner Zone to Commissioner Nagar Nigam Greater Jaipur for appeal within 30 days as per Clauses of RFP. Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the firm & NNGJ. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be resolved in accordance with and subject to the provisions of the RFP and any statutory modifications and enactment hereof for the time being in force. The venue of settlement of dispute and jurisdiction will be Jaipur. Courts at Jaipur shall have exclusive jurisdiction over the contract.

F. ANNEXURES

ANNEXURE I: Format of Letter of Acceptance

(Letterhead paper of Employer)

(For Name of City)

(Date)

To:

(Name and Address of the Firm)

Dear Sirs,

This is to notify you that your bid dated -----
for Collection & Transportation of Collected household waste as per SWM Rules 2016 and
subsequent amendments thereof and CPHEEO guidelines in Jaipur City under Swachh Bharat
Mission for the Contract Price of Rs. (Rupees
..... in number and words), rate per
household per month for a period of 01 year which is further extendable to 01 year on
prescribed terms and conditions is hereby accepted by Nagar Nigam Greater Jaipur.

You are required within 15 days of the date of this Letter of Acceptance, to:

- (i) prepare the Form of Agreement, in duplicate, on Government Stamp Paper and meet with the undersigned at the address provided during normal office hours on any working day to sign the said Agreement.
- (ii) Submit the performance Bank Guarantee in the prescribed forms
- (iii) Submit insurance cover
- (iv) Submit work programme within 14 days

One copy of the signed Agreement will be provided to you for your files, while the other copy will remain with us.

Yours faithfully,

Commissioner

Nagar Nigam Greater Jaipur, Jaipur

ANNEXURE II : Format for Form of Agreement
(On Non Judicial Stamp of Rs. 5000/-)

This Agreement made this day of 2024 between Nagar Nigam Greater Jaipur (hereinafter called the Employer) of the one part and ----- (hereinafter called the Firm) of the other part.

Whereas the Employer is desirous that certain works should be carried out by the Firm i.e. Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar as per SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines in Jaipur City under Swachh Bharat Mission and has accepted a Bid by the Firm for the execution and completion of such works and the remedying of any defects therein.

Now this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Letter of Acceptance;
 - (b) The Instructions to Firm;
 - (c) The Conditions of Contract;
 - (d) The Price Schedule
3. In consideration of the payments to be made by the Employer to the Firm as hereinafter mentioned, the Firm hereby covenants with the Employer to carry out the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Firm in consideration of the execution and completion of the work and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of was hereunto affixed in the presence of: or
Signed, Sealed and Delivered by the said
in the presence of:

Binding Signature of Employer
Binding Signature of Firm

ANNEXURE III: Pro-forma of Bank Guarantee/ Performance Security/EMD

B.G. No. Dated:

1. In consideration of you, NNGJ having its office at Rajasthan (hereinafter referred to as the “NNGJ” which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [a Company registered under provision of the Companies Act, 1956] and having its registered office at (herein referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing, VTS & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar as Per SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines in Jaipur City for Nagar Nigam Greater Jaipur under Swachh Bharat Mission; (herein after referred to as “the Project”). Pursuant to the Bidding Documents dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ----- and one of its branches at (here in after referred to as the “Bank”) at the request of the Bidder, do hereby in terms of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forth with to the Authority an amount of Rs. -----/- (Rupees -----) as Bid Security / performance Guarantee (herein after collectively referred to as “BG”); as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the NNGJ stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the NNGJ is disputed by the Bidder or not merely on the first demand from the NNGJ stating that the amount claimed is due to the NNGJ by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid

validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs./-(Rupees only).

4. We, the Bank, further agree that the NNGJ shall be the sole judge to decide as to whether the Bidder is in default of due and fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the NNGJ that the Bidder is in default as aforesaid shall be final and binding onus, notwithstanding any differences between the NNGJ and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other NNGJ.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the NNGJ shall be entitled to treat the Bank as the principal debtor. The NNGJ shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance withal or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or for bear from enforcing any of the terms and conditions contained in the said Bidding Documents or these curities available to then NNGJ, and the Bank shall not be released from its liability under these presents by any exercise by the NNGJ of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other for be arance, actoro mission on the part of the NNGJ or any indulgence by the NNGJ to the said Bidder or by any change in the constitution of the NNGJ or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at headdress set forth herein.
8. We undertake to make the payment on receipt of your notice of claim onus addressed to[name of Bank along with branch address]and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

09. It shall not be necessary for the NNGJ to proceed against the said Bidder before proceeding against the Bank and the guarantee here in contained shall be forceable against the Bank, notwithstanding any other security which the NNGJ may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank here under, be outstanding or unrealized.
10. We, the Bank, further under take not to revoke this Guarantee during its currency except with the previous express consent of the NNGJ in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the under signed is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. Bank Guarantee for Performance guarantee shall remain valid throughout the contract period.

Signed and Delivered by Bank

By the hand of Mr./Ms.,its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Validate		Print		Help		Item Rate BoQ			
Tender Inviting Authority: Commissioner Nagar Nigam Greater Jaipur									
Name of Work: Door To Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur									
Contract No: Executive Engineer Project/2024-25/02									
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 #		NUMBER #		TEXT #
Sl. No.		Item Description			Rate per Household Unit per month		TOTAL AMOUNT With Taxes		TOTAL AMOUNT with taxes In Words
1		2			3		4		5
1		Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 21 Wards Of Mansarovar Zone Of Nagar Nigam Greater Jaipur inclusive of all current applicable Taxes, Levies and Surcharge etc for Residential Houses, Commercial establishments, Shops, Institutional Premises, Hospital, Hostel, Marriage Garden, Cinema Halls, Malls etc. and all other establishments existing in the service area of Zone Area of NNGJ.					0		INR Zero only

Signature valid

RajKaj Ref
11285644



Digitally signed by Rukmani Riar
Designation : Commissioner
Date: 2024.10.22 12:13:09 IST
Reason: Approved

	<p>Note:1) All capital cost, installation of RFID cards, Operation and maintenance costs/ charges, POL, rent, survey, parking spaces, workshop, office space and all other necessary expenses needed for work shall be included in the above mentioned rates. No other charges shall be payable to Firm for any extra work to be carried out to cover the scope of work mentioned in the bid document of the tender throughout the contract period. Rate per Household Unit per month quoted should be inclusive of GST/ESI/PF and all other duties and taxes. POL, labor and operator/driver/helper for the work will be arranged by firm at their own cost. It is not binding on the Nagar Nigam Greater Jaipur to provide any machinery.2) 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.3) Rate per household per month submitted by successful bidder shall be revised @ 3% increment per year from the quoted rate by the firm.4) No escalation shall paid throughout the contract period except @ 3% increment per year as mentioned in point no. 03.5) Courts at Jaipur shall have exclusive jurisdiction over the contract.Note:On the Letter head of the Bidder and to be signed by the bidder or lead member.In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.</p>	
Total in Figures		0.00
Quoted Rate in Words		INR Zero only

Signature valid

RajKaj Ref
11285644

Digitally signed by Rukmani Riar
Designation : Commissioner
Date: 2024.10.22/12:13:09 IST
Reason: Approved



APPENDIX XI (continued)

**GENERAL RULES AND DIRECTIONS
FOR THE GUIDANCE OF CONTRACTORS**

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

The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the [xxxx] Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawing and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorised Engineer during office hours.
2. In the event of tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorising him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contracto (s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders. (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor who shall sign copies of the specifications and other documents mentioned in Rule 1. In the

1. Deleted words "Performance Guarantee and/or" by Order No.F 214(F) Exp: 199 dated 13.3.2001(Corridor No. 12/2001) with immediate effect.

event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.

6. The Chief Engineer or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorised Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorised Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawings given to them.

Declaration

"I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived therefrom to any person other than a person to whom I/We 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/himself has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors tendering as well as witnessing the tender, liable to summary rejection.

- [15. If on check, there are some discrepancies, the following procedure shall be followed:-]
- (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.
17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.
18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
19. The tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.
20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational capacity and working experience to execute the work of the nature and magnitude.
21. The Chief Engineer or other duly authorised Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.

[Substituted by Order No F 100/DT/Exp/II/99 dated 19/11/2001 (Circular No. 6/2001) with immediate effect]

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

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

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.
24. All additions, deletions, corrections and over writings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this scope.
25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.
26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit [xxxx] and other action under agreement.
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28. (a) If a tenderer reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
- (b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

1 Deleted words "Performance Guarantee" by Order No F 204-D/Exp/11/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

5

Tender for works

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures).....% (as well as in words)..... percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule 1 in all respect in accordance with such condition so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

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

²[i] The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

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

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

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

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

1. Deleted words "Performance Guarantee &" by Order No.F 264(D)Exp.1199 dated 23.3.2001(Circular No. 12/2001) with immediate effect.
2. Substituted by Order No.F 264(D)Exp. 1199 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum '[xxxx].

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date

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

Dated the _____ Engineer-in-charge

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

CONDITIONS OF CONTRACT

Clause 1 : Security Deposit

¹[The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

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

All compensation of other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his ²[xxxx] Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalised/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his ²[xxxx] Security Deposit or any part thereof..

In case of Bank Guarantee of any Nationalised/Scheduled Bank is furnished by the Contractor to the Government, as part of the Security Deposit ³[xxxx] and the bank goes into liquidation or, for any reason, is unable to make payment against the said Bank guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand, furnish additional security to the Government to make good the deficit.

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

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

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

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

the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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

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

Clause 2: Compensation for delay

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

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

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

<p>1[C. Compensation payable by the contractor for delay attributable to contractor at the stage of :</p>	<p>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.</p>
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Note : In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

Following illustrations is given:

- (i) First time span is of 6 months, delay is of 30 days which is split over as under:-
5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor)
Total delay is thus clubbed to 15 days (attributable to government and 15 days (attributable to contractor).

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

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

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

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

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

Clause 3: Risk & Cost Clause

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

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

1. Substituted by Order No.F 244(FD/Exp.IID/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 shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order,
 - (iii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order,
 - (iv) If the Contractor commits any acts mentioned in Clause 19 hereof.

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

(a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract 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

¹ Deleted by Order No.F.2(4)FD/Exp.311/99 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 the provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

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

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

Clause 5 : Extension of Time

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge within 30 days of the date of the hindrance.

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

Clause 5 A : Monthly Return of Extra Claims

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

Clause 6 : Final Certificate

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

giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

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

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

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

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

Clause 7 A : Time Limit for Payments of Final Bills

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of

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

Clause 8 : Bills to be submitted monthly

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

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

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

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 (II)/99 dated 14.8.2002 (Circular No.15/2002) with immediate effect.

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

Clause 10 : Stores supplied by Government

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

Clause 10 A : Rejection of materials procured by the Contractor

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

charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be born by the Contractor.

Clause 10 B : Penal rate in case of excess consumption

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

Clause 10 C : Hire of Plant and Machinery

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

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

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

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

Clause 12

The Engineer-in-Charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work.

shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order :

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clauses (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under the clause.
- (v) Except in case of items relating to foundations, provisions contained in sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause 12.A.,

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

- (a) For buildings, compound wall plinth level or 1.2 metres (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determinate 1.2 metres above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling work.

- (e) For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.
- (g) Any other items of similar nature which Engineer-in-Charge may decide relating to foundation.

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

Clause 12A

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

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

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

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

If, at any time after the commencement of the work, the Government shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been

carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government Stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

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

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

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

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

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

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

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

Clause 17 : Contractor liable for damage done and for imperfections

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

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

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Performance Guarantee and/or Security Deposit or the proceeds of sale thereof, or a sufficient portion thereof. The

Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

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

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

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

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

Clause 21 : Changes in Constitution of firm

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

Clause 22 : Works to be under direction of Engineer-in-charge

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

Clause 23 : Standing Committee for Settlement of Disputes

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

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

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

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

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

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

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

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

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

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

Clause 25 : Lump-sums in estimates

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

Clause 26 : Action where no Specification

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

Clause 27 : Definition of work

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

Clause 27 A : Definition of Engineer-in-charge

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

Clause 28 :

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

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

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

Clause 29 A: Payments at part rates.

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

Clause 30 : Contractor's percentage.

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

Clause 31 : Contractor to adhere to labour laws/regulation

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

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

Clause 32 : Withdrawal of work from the Contractor

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

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

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

Clause 33 :

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

Clause 34 : Protect works

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

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

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

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

Clause 36 A :

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

Clause 36 B :

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

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

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

Clause 36 D:

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

Clause 37: Refund of Performance Guarantee and Security Deposit:

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

- (a) In case of contracts relating to hiring of trucks and other T & P transportation including loading, unloading of materials, the amount of **Performance Guarantee/Security Deposit** is refundable along with the final bill
- (b) **Supplies of material** : As per provisions of the G.F.& A.R.
- (c) **Ordinary repairs** : 3 months after completion of the work provided the final bill has been paid.
- ¹[(d) Original works/special repairs works : Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.]
- ²[(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.]

Clause 38: Fair Wage Clause:

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

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

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

- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-a-Vis the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the contract.

Clause 39 : Contractor to engage technical staff

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

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

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

Clause 39 A :

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

Clause 40 : Safety Code

The Contractor shall follow the safety code of the Department.

Clause 41 : Near Relatives barred from tendering

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades

of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

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

Clause 42 : Retired Gazetted Officers barred for 2 years

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

Clause 43 : Quality Control

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

Clause 43 A :

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

Clause 44 : Death of Contractor

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

1[Clause 45 : Price Variation Clause

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

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

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

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

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

(A) Labour

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

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

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

I_{L0} = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

I_{L1} = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

P_L = Percentage of labour components.

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

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

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

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

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

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

L_{M0} - The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).

L_{M1} - The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).

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

(C) **Bitumen**

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

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

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

B_0 - The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

B_1 - The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.]

(D) **Petroleum**

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

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

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

F_0 = The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.

F_1 = The average whole sale price Index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

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

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

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

(E) **Cement**

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

1. Added by Order No.F.2(4)FD/Exp.III/89 dated 13.7.2006 (Cir. No.26/2006) with immediate effect.

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

- V_C = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of cement.
- R = The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.
- L_{C0} = The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).
- L_{C1} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).
- P_C = Percentage of cement components (excluding cement supplied by the Department).

(F) **Steel**

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

- V_S = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of steel.
- R = The value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.
- L_{S0} = The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).
- L_{S1} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).
- P_S = Percentage of steel components (excluding steel supplied by the Department.)

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

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

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

Where :

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

W_o = All India Average Consumer Price Index Number for Industrial workers (Base : 1982=100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

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

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

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

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

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

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

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

General Conditions for admissibility of Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The breakup of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been pre-determined as below:-

(a)	Labour		percent
(b)	Material		percent
(c)	Bitumen		percent
(d)	Diesel and Petrol		percent
(e)	Cement		percent
(f)	Steel		percent
Total			100%
3. While allowing price escalation the following shall be deducted from the value of work done (R):
 - (a) Cost of material supplied by the Department.
 - (b) Cost of services rendered as per Clause 34.
 - (c) Secured Advance/any advance added earlier but deducted now after work is measured.
 - (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book, shall be the criterion.
6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost ¹[Rs.50 lacs] or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 100 lac and completion period is more than ¹[6 months] then

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

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

9. Where originally stipulated period is ¹[6 months] or less but actual period of execution exceeds beyond ¹[6 months] on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than ¹[Rs.50 lacs].
10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein, shall entertained.
12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceeds more than ¹[Rs.50 lacs,] no escalation is admissible.
13. Similarly, if cost of works increases more than ¹[Rs.50 lacs] but completion period including extended period attributable to government is less than ¹[6 months.] no escalation is admissible.
14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period ¹[6 months] and amount of work ¹[Rs.50 lacs] for admissibility of price escalation are not fulfilled and subsequent due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond ¹[Rs.50 lacs] and in period of work beyond ¹[6 months].
17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly 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: Force Majeure

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

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

Clause 47 : General Discrepancies and Errors

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

Clause 48 : Post payment Audit & Technical Examination

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

Clause 48 A : Pre Check or Post Check of Bills

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

Clause 48 B : Check Measurements

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

Clause 49 : Dismantled Materials

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

Clause 50 : Recovery from Contractors

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

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

Clause 51 : Jurisdiction of Court

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

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

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

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

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

(Referred to in Clause 10 C)

S. No.	Item	Rate	Place of Delivery and Return

Progress Statement referred to in Clause 2 of Conditions of Contract

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

The Contractor has been informed that his tender has been accepted

Dated Signature of Engineer-in-charge

Dated signature of Contractor

Notes :- For Filling in the Progress Statement Form

1. Columns 2,3, and 4 must be initialled and dated by the Contractor
2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in Sub clause (e) of the Memorandum below "Tender for works".
5. Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
6. The Certificate as to intimation of acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorised Engineer and the Contractor.

ANNEXURE TO APPENDIX XI

RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

1. **Short title :** These regulations may be called "The Rajasthan Public Works Department Contractor's-Labour Regulations."
2. **Definition :** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively. That is to say:-
 - (i) "**Labour**" means workers employed by a Rajasthan P.W. Department contractor directly, or indirectly through a sub-contractor or other person or by an agent on his behalf.
 - (ii) "**Fair Wage**" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act., 1948.
 - (iii) "**Contractor**" shall include every person whether sub- contractor or headman or Agent employing labour on the work taken on contract.
 - (iv) "**Wages**" shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.
3. **Display of Notice regarding wages etc. :** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and in conspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
4. **Payment of Wages :**
 - (i) Wages due to every worker shall be paid to him direct.
 - (ii) All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods :**
 - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month
 - (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.

- (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.

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

6. Wage Book and Wage Slips etc. :

- (i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars:-
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
- (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

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

- (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following :-
 - (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (i-a) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause 1 above.
- (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.

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

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

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

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

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

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

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

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

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

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

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

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

LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

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

Schedule showing (approximately) materials to be supplied from the Public Works Store for work contracted to be executed and the rates of which they are to be charged for

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

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

(Signature of Contractor)

(Signature of Engineer)

Progress Statement referred to in Clause 3 of Conditions of Contract

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

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

Date :
Engineer-in-charge

Date :
Contractor

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

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

APPENDIX XII
(See Rules 636 and 637)

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

I - Originating Debits : (In force upto)

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

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

(2) Action in the responding Division :

Immediately on receipt of the copy of Form 1 from the originating Division, the responding Division should check that the connected vouchers (except those for work done) have been duly received. The same should, then, be entered in the "Register of Claims Received" in Form 3 and urgent arrangement made to obtain and send the Cheque or Bank Draft with a distinct marking "Payment by Book Adjustment only" alongwith a forwarding letter in Form 4. On the cheque being issued, the entry will appear on the payment side of the Divisional Cash Book as Debit to the Head "8658-Suspense Accounts-Material Purchase Settlement Suspense Account (in the case of stores received), thus clearing the original Minus Debit afforded to this head on receipt of the stores by debit to "Stock" or "work" concerned, as the case may be.

It should be ensured that the dispatch of the Cheque/Bank Draft is not delayed beyond ten days of the receipt of the account. For this purpose, the Divisional Officer should arrange to have the detailed verification of the claim completed well within this period. In order to ensure smooth working all around, the Cheque/Bank Draft should always be for the full amount claimed by the Division. In case where some mistake in calculation etc. is detected in the course of check of the Account or an item clearly pertaining to another Division has been wrongly included in the Account, the Cheque/Bank Draft should be sent for the full amount and the discrepancies should be

simultaneously pointed out to the originating Division. Such items should be debited to the Division concerned by including them in the next monthly account to be sent to the latter along with the supporting vouchers, if any.

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

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

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

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

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

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

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

(4) Review of Registers :

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

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

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

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

- (1) The Divisions which want the stores supplied, services to be rendered or works to be executed, after obtaining the proforma invoice for supply of stores/rendering of services, etc. will be required to make advance payment. The expenditure will be debited by the said Division under a new Sub-Head "Stores/Services Advance" under the Minor Head "Suspense" or Sub-Head "Works" below Revenue or Capital Major Heads concerned by notionally reducing the budget provision to the extent of advance payment. Such advance payments made to other Divisions will not be mixed up with advance payments to the Contractors/Suppliers.
- (2) Supplying Division, on receipt of the Cheque/Bank Draft, should Minus Debit the same under a new sub-head "Stores/Services Rendered", under the same Minor Head "799- Suspense" below the relevant Major Head "2059-Public Works", or "2215-Water Supply and Sanitation", or "2701-Major and Medium Irrigation", "3054-Roads & Bridges" etc.. as the case may be. After actual delivery of the Stores or completion of work, Sub-Head "Stores/Services Rendered" will be debited by credit to Stock or the other head concerned, as the case may be. Excess deposit, if any, will be refunded, before the close of the financial year.
- (3) The invoice-cum-bill, received from the Supplying Division, should be adjusted in the same month by the Indenting Division debiting the value of the bill to "Stock" or "Works", as the case may be, with a corresponding Minus Debit to Sub-Head "Stores/Services Advance" under the head of account to which the same stands debited originally, thus clearing that Sub-Head to that extent.
- (4) Since advance payment, contemplated above, will have no separate Budget provision, it should be ensured by Divisions involved that such transactions are settled within the same financial year.
- (5) By application of this accounting procedure, the operation of Suspense Heads "Cash Settlement Suspense Account" and "Material Purchase Settlement Suspense Account" will be dispensed with.
- (6) Accounting Procedure for clearance of old balances under "Material Purchase Settlement Suspense Account", and "Cash Settlement Suspense Account" as on 31.3.1997 will remain unchanged.

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

III - Originating Credits

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

pending settlement in cash. The details of such transactions will be simultaneously posted in a register (Form-2). At the end of the month, a Cheque/Bank Draft will be drawn for the amount due and sent to Division concerned alongwith a copy of Form 2, which will have interleaved perforated copies to be posted by carbon process. On the cheque being issued, the entry will appear on the payment side of the Divisional Cash Book as debit to "P.W. Deposits", thus clearing the original credit to this head.

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

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

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

PART-I - DETAILS

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

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

Balance B.F.

Total value of stores issued or services rendered.
Total Debit

@ less credit received during the month

@ Here give reference to the number and date of cheque

Closing Balance

No. -----

Date -----

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

Executive Engineer

..... Division

Part - II

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

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

Total

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

Divisional Accountant

**FORM NO. 2
(Referred to in Rule No. 11 (1))**

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

Name of Division :

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

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

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

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

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

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

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

Annexure E

Clause 1: Fair Wage Clause

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

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

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

Clause 2: Contractor to engage technical staff

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

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

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

Clause 3 :

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

Clause 4: Safety Code

The Contractor shall follow the safety code of electricity Strictly.

Clause 5:

Near Relatives barred from tendering

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

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

Clause 6: Retired Gazetted Officers barred for 2 years

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

Clause 7: Quality Control

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

Clause 8:

The work (whether 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 of God such as-unprecedented floods, volcanic eruptions, earthquake of other invasion of nature and other acts.

Clause 11: General Discrepancies and errors:

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

Clause 12 : Post payment Audit & Technical Examination:

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

Clause 13 : Check Measurements:

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

Clause 14: Check Measurements:

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

Clause 15: Recovery from Contractors:

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

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

Clause 16: Jurisdiction of Court:

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