

Government of Rajasthan
Public Health Engineering Department

(NIB No. **24/2023-24**)

**To organize one day Block level training on use of Field Test
Kit (FTK) of the village water and sanitation committee
(VWSC) member under Jal Jeevan Mission in Baran
District**

Volume I

Bid Document
(Technical Bid)

**NIB, Instructions to Bidders, General Conditions of Contract, Special
Conditions of Contract, Scope of work and Specifications**



BID AMOUNT

Rs. 13.49 Lacs

OFFICE OF THE EXECUTIVE ENGINEER
Public Health Engineer Department
DIVISION BARAN

OFFICE OF THE EXECUTIVE ENGINEER

Public Health Engineering Department Dn Baran

Phone No. 07453-294754 (Mobil No 9414444564)

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NOTICE INVITING TENDERS FOR WORKS

Online bids are invited on behalf of the Governor of Rajasthan from Registered experienced agencies/ Registered NGOs/ Voluntary Organization and meeting eligibility criteria as detailed hereinafter. The tender documents can be seen and down loaded from online electronic format on web site <http://eproc.rajasthan.gov.in>. Details of this tender notification and pre-qualification criteria can also be seen in NIT exhibited on web site <http://sppp.raj.nic.in>.

GENERAL DETAIL OF WORKS:

1.	NIT No.	24/2022-23
2.	Work Description	To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District
3.	Estimated Cost	Rs. 13.49 Lacs
4.	Earnest Money	(i) @ 0.5% of Bid cost i.e. Rs 6745.00 for enlisted contractors in case of work for which they are authorized to tender under Rules for enlistment of Contractors. or (ii) @ 2.0 % of Bid cost i.e. Rs 26,980.00 for contractors participating outside their enlistment zone.
5.	Cost of Tender Document	Rs. 1000.00 to be deposited through e-GRASS (Website http://egrass.raj.nic.in) in Favour of DDO Code 5640 Executive Engineer PHED Div-Baran .Budget Head (0075-0-800-52-01) and scanned copy of e- grass challan to be uploaded with documents of technical bids.
5.	Tender processing fees	Rs 500.00 to be deposited in favour of Director RISL (through e-GRASS Budget Head 8658-00-102-16-02) and scanned copy of e- grass challan to be uploaded with documents of technical bids.
6.	Period of Execution	04 Month

1. IMPORTANT DATES

S. N.	Events	Date & Time	Location
1.	Date of availability of tender document on webste	From 18.09.2023 10.00 AM to 27.09.2023 upto 06.00 PM	http://www.eproc.rajasthan.gov.in
2.	Date & Time for start online submission of tender.	From 18.09.2023 10.00 Am	http://www.eproc.rajasthan.gov.in
4.	Last date & time for online submission of tender.	Upto 27.09.2023 upto 06.00 PM	http://www.eproc.rajasthan.gov.in

S. N.	Events	Date & Time	Location
5.	Date & time for physical submission proof of deposition of earnest money, tender fee & processing fee on egras challan & other mandatory document	Upto 29.09.2023 upto 01.00 PM	Executive Engineer PHED Dn Baran
6.	Opening of technical (PQ) bid	At 29.09.2023.at 03.00 PM	Executive Engineer PHED Dn Baran
7.	Opening of Financial bid	Will be intimated to all Bidders found qualified in technical bid through e-mail/ phone/letter	Executive Engineer PHED Dn Baran

Note :-

- In case there is a holiday on the date mentioned above, the activities assigned on that date shall be carried out on the next working day.
- If all the tenders could not be opened on the prescribed date than the remaining shall be opened on the next working day.

1. Eligibility criteria:

S.No.	Criteria	Required Document
1	The Bidder must be registered under society act and have Unique ID of NGO Darpan / Nity Ayog at least 3 years.	Registration Certificate and Unique ID
2	The Bidders must have similar experience of FTK training under Jal Jeevan Mission and have to submit successfully completion certificate issued by not below the rank of Executive Engineer.	Work order and completion certificate
3	The Bidders must have Sector Partner under National Jal Jeevan Mission.	Certificate from NJJM
4	The Bidder must be registered under 12A of Income Tax department.	Registration certificate
5	The Bidder should have latest GSTIN, TAN and PAN	Related certificate / documents

HISTORICAL CONTRACT NON PERFORMANCE:

S.N.	Parameters & CRITERIA	Qualification Parameters				Submission Requirements
		Single Entity	All parties combined	Joint Venture		
				Each Member	At least one member	
Historical Contracts Non- Performance:						
1	History of non-performing contracts : The prospective bidder should not have been black-listed / debarred for non-performance or	Must Meet Requirement	Must Meet Requirement	NA	Must Meet Requirement	Affidavit from bidder (on Rs.-500.00 Non Judicial Stamp duly attested by

S.N.	Parameters & CRITERIA	Qualification Parameters				Submission Requirements
		Single Entity	All parties combined	Joint Venture		
				Each Member	At least one member	
	due to other breach of contract / PWF&AR rules during last 6 months as per provision of applicable rules and should not have been under category of black-listed /debarred on the date of submission of bid. (As per Annex)					Notary)
	Notes: 1. Non-performance shall include all contracts except where Employer’s decision was over-ruled by the competent authority. 2. Parameters of History of Non-performing contract also applies to Contracts executed by the Bidder as a JV member. 3. Affidavit should clearly mention the details of NIB and Date, otherwise the bid shall be rejected.					

- Before electronically submitting the Bids, it should be ensured that all the Bid papers including conditions of contract and e- grass challans are properly uploaded and digitally signed by the Bidder.
- Bidders who wish to participate in this Bid will have to register on <http://eproc.rajasthan.gov.in>. To participate in online Bids, bidders will have to procure digital signature certificates (Type – II or III) as per IT act- 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Code etc. or they may contact E-procurement cell Dept. of IT&C GoR for further assistance. Bidders who already have a valid digital certificate need not procure a new Digital Certificate. Contact No. 0141-4022688 (Help desk 10 AM to 6 PM on all working days) email.: eproc@rajasthan.gov.in Address : E- Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur
- Bidders shall submit their offer online in electronic format on above mentioned website at time and date mentioned herein above.
- The work including trial run for one month, is to be completed to the satisfaction of Engineer-in-charge within a period as per sub order from the 10th day after the date of work order.
- Bid document cost and RISL charges shall be deposited through **e-Challan** in respective head as mentioned in table above for general details of bid and scanned copy of the E-Chalan, as a proof, shall be uploaded at the time of submission of Bid.
- Performance security as per provisions of latest FD order of the gross amount of the running bill shall be deducted from each running bill of individual work order and shall be refunded as per rules on successful completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting Performance Security from running bills of the contractor. A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of Performance Security before or at the time of executing agreement. In that

only after furnishing of bank

guarantee as above. During execution of 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 or other sums of money payable by the contractor to the Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Performance Security, or from interest arising there from, 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 Performance Security 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 or Nationalized/Scheduled bank as aforesaid, any sum of sums which may have been deducted from or raised by sale or his Performance Security or any part thereof.

8. The bidder should have valid GST Registration at the time of submission of bid from the concerned department authorities, without which the bids may not be entertained.
9. The bid for works shall remain open for acceptance for the period of 90 days from the date of opening of pre-qualification/ technical bid or up to such period as detailed out in bid document.
10. If any bidder withdraws his bid prior to expiry of validity period as mentioned at or mutually extended period or makes modifications in the rates, terms and conditions of the bid within the said validity 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. If any contractor, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Bid Security / Performance Security and other action under agreement. If there is strong justification of believing that the bidder or his authorized representative has been guilty of mal-practices such as submission of forged documents, influencing individually or politically, his offer will be liable to rejection and in such case his bid security shall be forfeited.
11. All bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or discrepancies in figures or words or other discrepancies, will be liable to rejection.
12. No conditional bids shall be accepted and will be rejected summarily forthwith.
13. The department will not be responsible for any delay on account of late submission of bid due to online submission.
14. No physical submission shall be allowed, however, during evaluation, if any document required by department for verification, the same shall be provided by the bidder.
15. The bidder shall ensure that scanned copy of all the schedules as asked in bid document have been filled up and attached with the bid submitted in electronic format. Stamp of bid security declaration shall be duly attested by notary. One stamp shall be used for one NIB only. The bidder shall have to submit the same if demanded by department for verification.
16. The acceptance of the bid will rest with the competent authority who does not bind itself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason.
17. No refund of bid fee is claimable for bids not accepted or forms not submitted.
18. All other conditions shall be prevailing as detailed out in the departmental bid document (in the respective section)

19. The bidders who are interested in bidding can download Bid documents from <http://eproc.rajasthan.gov.in>.
20. Before electronically submitting the Bids it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
21. Earnest money/ Bid Security is @ 0.5% of Bid cost for enlisted contractors in case of work for which they are authorized to tender under Rules for enlistment of Contractors in PHED, Rajasthan as per rules and @ 2.0 % of Bid cost for eligible contractors participating outside their enlistment zone as per rules to be deposited (**through e-GRAS Challan (Website <http://egras.raj.nic.in>) in Favour of DDO Code 5640 Executive Engineer, PHED Div-Baran Budget Head (8443-00-108-00-00) or through Bank Guarantee of any nationalized/scheduled bank in prescribed form in the name of Executive Engineer Dn Baran. Tenders received without earnest money or with part earnest money, shall be rejected out-rightly**
22. Additional performance security:- Additional performance security to be consider as per RTPP Rule 2013 Rule 75A
23. Latest FD notification/circular for Performance security and Bid Security are applicable.
24. All the Non Judicial Stamps shall be duly Attested by Notary Public such as CON Certificate, प्रपत्र-स etc. should also be submitted original in the office of the Executive Engineer Dn Baran up to 1.00 PM on the day of opening of Technical Bid .
25. Earnest money / Bid cost/ Processing fee should be deposited in the account as mentioned in NIB otherwise it will be not considered for Technical evaluation.

Executive Engineer
PHED, Division Baran

Chapter1:Instructions to Bidders

Part A - Instructions to Bidders (ITB)

All provisions of RTPP Act 2012 and RTPP Rules 2013 (amended upto date) shall be applicable.

	A. INTRODUCTION
1. General Information	1.1 TENDER COST Bid document cost and RISL charges shall be deposited through e-Challan and Ernest money through e-Challan OR Bank Guarantee in respective head as per details given in NIT and copy of the E- Challan and BG, as a proof, shall be uploaded at the time of submission of Bid.
	1.2 EXECUTING AGENCY The Executing Agency of this work is the Public Health Engineering Department (PHED) of Rajasthan through Executive Engineer Division Baran
	1.3 TYPE OF CONTRACT The works described in this tender documents are considered to be a Single point responsibility "Percentage above/ below BSR rate based contract The name of the work under this contract is To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District
	1.4 Completion Period: - Total completion period for execution of works, including testing, commissioning and trial run shall be 04 Month
	1.5 The competent authority in PHED, Rajasthan 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 Bidders. Reasons for doing so shall be recorded in writing.
	1.6 All works, proposed for execution under the Contract are notified in bid document under the headline " Scope of work and Technical Specifications "
	1.7 The Bidder shall read the specification and study the conceptual drawings carefully before submitting the bid.
	1.8 The Bidder is required to study all instructions, forms, terms & conditions and other details in the bid documents. Failure to furnish information required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk

	and may result in rejection of its bid.
	<p>1.9 The bidder shall digitally sign and upload a declaration under the official Secrets Act for maintaining secrecy of the bid documents, drawings or other records connected with the work given to him in form given below.</p> <p>Declaration</p> <p>"I/We hereby declare that I /We shall treat the bid documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived there from to any person other than a person to whom I /We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same"</p> <p>Failure to observe the secrecy of the bids will render bids of the Bidders, liable to summary rejection.</p>
	1.10 The supplies/work shall have to be arranged /executed according to the requirement, so as to complete the work on or before the expiry of the contract period.
	1.11 If the department does not issue orders for execution of any of the bidden items or issue orders for the quantity less than indicated in the bid or does not issue any orders during the prescribed period of the contract, the firm shall not be entitled to claim any compensation. No guarantee for execution of items of BOQ is given.
	1.12 Bidders shall submit only unconditional bids. Conditional bids are liable to be rejected summarily. The bid documents show already the specific terms and conditions on which bids are required by the Department. Hence all bids should be in strict conformity with the bid documents and should be fulfilled in wherever necessary, and initialed. Incomplete bid is liable to be rejected The terms and conditions of the bid documents are firm, as such conditional bids are liable to be rejected.
	1.13 All the bidders shall abide "The Rajasthan Transparency in Public Procurement Act, 2012" and "The Rajasthan Transparency in Public Procurement Rules 2013" and Finance Department notification No. F.1(8)/FD/GF&AR/2011 dated 19.11.2011 and amendments up to date.
	<p>1.14 The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act. The contractor shall submit scan copy the following with their offer.</p> <p>The contractor shall submit copy of GST registration certificate.</p> <p>Bidders are required to account for the applicable GST regime while preparing their price bid and rates quoted shall include GST and all other state and central taxes.</p>
	1.15 If it is found that the bid is not submitted in proper manner, or contains

	too many corrections and or unreasonable rates or amounts, it would be open for the competent authority not to consider the bid, forfeit the amount of earnest money and/or de-list the contractor.
	1.16 A Bidder should not have a conflict of interest in the procurement in question as stated in Rule 81 of Rajasthan Transparency in Public Procurement Rules 2013 and the Bidding documents. The EIC or the competent authority shall take appropriate actions against the Bidder in accordance with section 11 and Chapter IV of the Rajasthan Transparency in Public Procurement Act 2012, if it determines that a conflict of interest has flawed the integrity of any procurement process. Any Bidders found to have a conflict of interest shall be disqualified.
	1.17 A Bidder debarred under section 46 of the Rajasthan Transparency in Public Procurement Act 2012 shall not be eligible to participate in any procurement process under taken by- (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity, if debarred by such procuring entity.
	<p>1.18 APPEALS</p> <p>As per Section 38 of Rajasthan Transparency in Public Procurement Act 2012 subject to Section 40, 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 there under, he may file an appeal to Superintending Engineer PHED Circle Baran(First Appellate Authority), 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 ground on which he feels aggrieved:</p> <p>Provided that after the declaration of a Bidder as successful in terms of Section 27 of the Rajasthan Transparency in Public Procurement Act 2012, the appeal may be filed only by a Bidder who has participated in procurement proceeding:</p> <p>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.</p> <p>Form of appeal –</p> <p>(1) An appeal under sub-section (1) or (4) of section 38 of the Rajasthan Transparency in Public Procurement Act 2012 shall be in Form along with as many copies as there are respondents in the appeal.</p> <p>(2) 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.</p> <p>(3) Every appeal may be presented to Superintending Engineer PHED Circle Baran First Appellate Authority i.e. or Second Appellate Authority i.e.. Additional Chief Engineer PHED Region Kota as the case may be, in person or</p>

	<p>through registered post or authorized representative.</p> <p>Rule 84 of Rajasthan Transparency in Public Procurement Rules 2013:-</p> <p>Fee for filing appeal -</p> <p>(1) 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.</p> <p>(2) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.</p>
2. Address for Communication	2.1 All communications in reference to this tender must be made to the Executive Engineer PHED Dn Baran
3. Time for Execution	3.1 The work is to be completely finished to the satisfaction of Engineer-in-charge within 04 Months from the 10th day after the date of written order to commence the work.
	<p>3.2 Definitions:</p> <p>3.2.1 Facilities Shall mean all works and its equipment(s), components which have been supplied and/ or installed or designed, and/or constructed in the contract for the "To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District"</p>
	<p>3.3 Clause</p> <p>Unless otherwise mentioned, the reference to "clause" made in any section of the document, shall mean referenced clause of that section.</p> <p>3.4 Bid & Tender or Bidder & Tenderer or ITB and ITT</p> <p>The word 'Bid' & 'Tender' or word 'Bidder' & 'Tenderer' or ITB and ITT used in the tender document be treated as synonymous.</p>

	C. Tender Document
8. Content of Tender Document	<p>8.1 The facilities required, tendering procedures, contract terms and technical requirements are prescribed in the tender documents. The tender documents include the following sections, and addendums issued till the date of submission of the tender:</p> <p style="text-align: center;">Volume I</p> <p>(a) Notice Inviting Tender (NIT) including Qualification Criteria</p> <p>(b) Instruction to Bidders (ITB);</p> <p>(c) Qualification and Evaluation criteria;</p> <p>(d) Bidding Forms; and</p>

	<p>(e) Conditions of Contract and Contract Forms:</p> <p>(i) General Conditions of Contract;</p> <p>(ii) Special Conditions of Contract; and</p> <p>(f) Any other documents, as may be necessary</p> <p>(g) All Addenda issued</p> <p style="text-align: center;">Volume II</p> <p style="text-align: center;">Scope of work and technical specifications</p> <p style="text-align: center;">Volume III</p> <p style="text-align: center;">Tender drawings</p> <p style="text-align: center;">Volume IV</p> <p style="text-align: center;">Preamble to BOQ</p> <p style="text-align: center;">Bill of Quantities (BOQ).</p>
	<p>8.2 The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Department will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.</p>
9. Cost of Tendering	<p>9.1 It shall be obligatory on the successful bidders (as per order) to pay stamp charges including cess on the contract for preparation of contract agreement, as ruling on date of execution of the contract.</p>
10. Site Visit Before Tendering	<p>10.1 The bidder should visit the probable sites before quoting the rates. However, the bidder and its personnel will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the site visits.</p>
	<p style="text-align: center;">10.2 BIDDER TO INFORM HIMSELF FULLY</p> <p>The Bidder shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract price, as to the general circumstances at the site of the work, as to the general labour position at the site, as to the availability of construction material, water, electricity, as to the transport conditions, as to the climatic and meteorological conditions and to have fixed his prices according to his own view of these. Bidders are invited to visit the site with prior appointment with the Public Health Engineering Department. The Department will not be responsible for the personnel of the Bidder and for all acts in relation with the site inspection. No claims except as otherwise expressly provided will afterwards be accepted due to non-inspection of the site. The Bidder shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the Department.</p>
Omissions, Errors and Clarification	<p>10.3 Bidders shall carefully examine the scope of work and specifications and fully inform themselves as to the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find discrepancies or omissions in the documents or should he be in doubt as to their meaning he should notify the Department in writing not later than one week or present his request in written form during the pre-</p>

	<p>tender meeting. The Department will respond to any request which is made prior to or during the pre-tender conference.</p> <p>Any resulting interpretation or modification of the tender documents shall be issued to all bidders as an addendum, which will become a part of the tender documents. The bidders shall acknowledge in writing the receipt of each addendum.</p> <p>No claims except as otherwise expressly provided will afterwards be accepted due to non-understanding or miss-interpretation of the tender documents.</p>
	<p>10.4 The bidders designated representative (having authority letter) is invited to attend a pre-tender meeting which will take place at the Office of Executive Engineer PHED Dn Baran on specified date & time mentioned in tender notice.</p>
Pre-Tender Meeting	<p>10.5 In an effort to bring all terms and conditions and specifications of works on a common platform, before the submission of pre-qualification and financial tenders, and for any explanation that is desired in reference to the document mentioned in ITB clause, a pre-tender meeting shall be held.</p> <p>The bidders are invited to participate in the pre-tender meeting at the date mentioned in clause. They may conduct the site visit prior to this meeting. The purpose of this meeting is to clarify issues and to answer questions on any matter that may be raised at that stage. The bidders are requested to submit any questions in writing to the department not later than one week before the meeting.</p> <p>The bidders are requested to analyze the terms and conditions, specifications, design, drawings, quotation sheets etc. of the document. The deviations thought necessary, along with clarifications required must be pointed out.</p>
	<p>10.6 Bidder is requested, to submit all clarifications in writing or by fax, to reach the Department not later than one week before the meeting or give the clarifications desired in pre- tender meeting in writing.</p>
	<p>10.7 Any modification of the tender documents listed in ITB Sub- Clause, which may become necessary as a result of the pre-tender meeting, shall be made by the Department exclusively through the issue of an Addendum pursuant to ITB Clause 11 and not the minutes of the pre-tender meeting.</p>
11. Amendment of Tendering Documents	<p>11.1 At any time prior to the deadline for submission of tenders, the Department may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the tender documents.</p>
	<p>11.2 The amendment will be notified online on website www.eproc.rajasthan.gov.in and it shall be binding on them It will be assumed that the information contained therein has been taken into account by the Bidder in its bid.</p>
	<p>11.3 In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their bid, the Department may, at its discretion, extend the deadline for the submission of bids, in which case, the Department will notify all bidders in writing of the extended deadline.</p>

	D. Preparation of Tenders
12. Language of Tender	12.1 The tender prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the Department shall be written either in Hindi or English provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language mentioned herein, in which case, for purposes of interpretation of the tender, the translation shall govern.
13. Alteration of Designed Components not acceptable	No principal deviations and exceptions are allowed, in the specifications and in the basic requirements of the total scheme, (including effect due to addendums), such as Pipe material etc. However apart from such deviations other minor deviations such as those for the material of construction of valves, pumps, etc., made in the provisions of the technical and financial tenders submitted to provide better specifications of material than those asked in the specifications, a statement of deviations and exceptions to the provisions in Volume II shall be given in Volume I. The Tenderers shall enclose no price information with respect to these deviations in Pre-Qualification Bid The tenderer may substitute other authoritative standards, brand names or catalogue numbers in its Tender, provided that it demonstrates to the Department's satisfaction that the substitutions are equivalent or superior to those designated in the Specifications, except if the Specifications specially provide otherwise (as in case of pipe material, type of pumps etc.)
	13.2 Bidders, who propose any alteration in the basic requirement, as specified in Volume II and its addendum, if any, or which contain any other conditions of any sort will be liable to rejection.
	13.3 Inclusion of additional equipment, civil work or other plant and material which in the Bidder's opinion is required to satisfy the scope of work will not constitute a deviation.
14. Makes and origin of the equipment	14.1 MAKES AND ORIGIN OF THE EQUIPMENT NA
	NA
15. Tender Form and Bill of Quantities	15.1 The Bidder shall complete the Bill of Quantities furnished in the tender documents as indicated therein. The terms and conditions for payments shall be in accordance with the provisions of the conditions of contract(s) in Volume-I and IV of tender document referred in ITB Clause.
16. Tender Prices	16.1 The Contract shall be for the complete Work, based on the Bill of Quantities submitted in Volume IV.
	16.2 The Bidder should quote his rates only in Indian rupees.
	16.3 The Bidder shall quote online rates % above / below BSR based rates for the work of the system in the prescribed format given in Vol-IV of the

	16.4 Any supplementary Items not specifically listed in the Bill of Quantities but required to be executed for the satisfactory completion of the system as specified, shall not be separately paid for by the Department when executed and shall deemed to have been covered under quoted prices of specified items, in his Bill of Quantities .
	16.5 The contractor shall satisfy himself regarding the availability of the material required for execution within the time frame prescribed for the work and if desired shall take into account the cost of superior material to be used as its replacement. No time extension or additional cost shall be allowed on this account.
	16.6 The prices and amounts quoted by the Bidder shall allow for all costs including labour, materials, construction plant and equipment, transport charges, any other expenses to fulfill the obligations towards any ITB clause of the tender document, GST or any other duties, levies, taxes, cess or charges whatsoever to the State or Central Department or to the Local Bodies on the components or the completed Works and for satisfactory performance of the Bidder's obligations under this contract (including defect liability period). The cost of water and power shall be payable as per the provisions of General conditions and Special Conditions of contract. No statutory variations towards any taxes, cess, duties, levies etc, will be payable to contractor.
	16.7 In case benefit is accrued due to any subsequent notification of Centre Government (applicable at the time of execution) regarding any reimbursement / refund mechanism in GST for Water Infrastructure Projects, it will be passed on to the department. Contractor shall have no right to claim that.
	16.8 For all imported equipment(s) or components, the Bidder under this Contract must provide a copy of the duties paid for the record of the department.
	16.9 The prices quoted by the bidder for O&M Part (one year during defect liability period for which no payment shall be made and 10 year regular O&M period) in prescribed format given in Vol IV
17. Tender Currency	17.1 All prices shall be quoted in the Indian Rupee. The department will not arrange any foreign currencies for import of any type of material/plant/spares etc.
18. Earnest Money (Bid Security)	18.1 As per rule 0.5% or 2% of Bid cost
	18.2 The Bidder should upload e-grass challan scanned copies of Bid document cost and RISL charges shall be deposited through e-Challan and Ernest money through e-Challan OR Bank Guarantee in respective head as per details given in NIT and copy of the E- Challan and BG, as a proof, shall be uploaded at the time of submission of Bid.
	18.3 The Bid Security may be forfeited a) If the Bidder withdraws its bid during the period of bid validity.

	<p>b) If the Bidder fails within the specified time limit to sign the contract Agreement in accordance with ITT.</p> <p>c) If a bidder reduces the rates voluntarily or modifies his offer voluntarily after opening of the financial bids/ 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.</p> <p>d) If a non-bidder offers lower rates after opening of bids, action for debarring him from business shall be taken as per enlistment rules.</p> <p>e) For any other act of the bidder detailed herein, for forfeiture of Bid Security.</p> <p>f) The amount of the bid security to be forfeited shall be equal to 2% of NIB cost even if the contractor is registered in class AA in PHED Rajasthan.</p>
19.Period of validity of bid	<p>The bids for the works shall remain open for acceptance for the period of 90 days from the date of submission of bid or mutually extended period. A bid valid for a shorter period may be rejected by the Department as being non-responsive.</p> <p>If any bidder withdraws his bid prior to expiry of said validity period or mutually extended period or makes modification in the rates, terms and conditions of the bid within the said period, which are not acceptable to the department, or fails to commence the work in the specified period/fails to execute the agreement, the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Bidder, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.</p>
	<p>In exceptional circumstances, the Department may seek the Bidder's consent to an extension of the bid validity period. The request and responses there to shall be made in writing or by fax If a bidder accepts to prolong the period of validity, the Earnest Money shall also be suitably extended.</p>
20.Format and signing of bid	<p>20.1 The Bidder shall submit their bid in electronic format Digitally signing the same. Bidder shall procure digital certificate as per requirement of IT Act -2000. In the event of the bid 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, authorizing him to do so Such power of Attorney will be submitted with the bid and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a Company, the</p>

	duly authorized representative of the company holding a valid power of attorney on the date of respective correspondence.
	<p>20.2 Submission of bids</p> <p>Bid documents shall be submitted on-line at e-procurement website http://www.eproc.rajasthan.gov.in with their digital Signature.</p> <p>The Bid is to be submitted in 2 Covers which shall comprise of –</p> <p><u>Cover-1</u></p> <p>Scanned copy of e-grass challan of Bid Document Cost and tender processing fees (e-procurement process fees), Bid Security Declaration, Bidders Registration Certificate indicating class of registration, GST registration certificate, pre-qualification documents, Complete Bid Document along with addendums/ amendments issued and uploaded by the Department on the above website, Bid form and schedules and Annexures.</p> <p><u>Cover-2</u></p> <p>Financial offer.</p>
	20.3The uploaded document of the bid shall contain no alterations, or additions, unless notified. In case, the bidder makes any addition or correction, the provisions written in the original document, read with the addendum or corrigendum issued, shall prevail.
	20.4Bid documents, as downloaded from website (Clause 8.1), along with all addendums issued till the date of bid submission, must be uploaded on website, with all enclosures, with the bid submission, up till the date of receipt of bids.
	20.5 All bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not initialed and dated, may be liable to rejection.
	20.6The Bid to the work shall not be witnessed by a Bidder or Bidders who himself/themselves has/have not bided or who may not and has/have not bided for the same work.
	20.7Bidder shall submit their offer in Electronic format on above mentioned web site up to the time & date specified in NIB, after Signing the same. Online offers, which are not digitally signed, will not be accepted.
	20.8 Online bids will be opened on the scheduled date at specified time mentioned above in the NIB by bid opening committee in the office of Executive Engineer, PHED Dn Baran
	20.9 Before electronically submitting the bids, it should be ensured that all the documents and contracts are digitally signed by

	the bidder.
21.Sealing and marking of bids	The Bidder shall submit the bid along with all addendums as downloaded from website in electronic format digitally signing each page/document on website http://www.eproc.rajasthan.gov.in
	<p>Contents of Cover-1- It should contain following: -</p> <ul style="list-style-type: none"> a) Scanned copy of proof of payment of Bid Document Cost and e-procurement process fees. b) Bid security/Ernest money Bank guarantee .(Annexure-02) c) Certified copy of the valid enlistment order issued by the competent authority of department. d) Certificate of a Chartered Accountant in original stating the Annual turnover for last 3 Financial years and Net Worth of the firm/company as on the last date of previous financial year (of which audited balance sheet is available). e) Audited Balance Sheets & profit and loss accounts f) Bankers / financial institutions sanction letters for desired fund & non-fund-based credit facilities available (shall be of period within 3 months from the date of opening of prequalification bid). g) An affidavit on Rs 100 stamp paper illustrating the list of works, its cost and all information in brief of which are in hand for execution for calculation of bidding capacity. h) The name and designation of person signing shall be clearly indicated. In case of partnership firm / limited company / group of companies, a power of attorney for the person authorized to sign issued by the partners or authorized signatory shall accompany the bid in Format at Annexure -3 on Rs. 500 stamp paper. i) The Bid Letter, as per Annexure – 1 j) An undertaking confirming that "for modifications/deviations to Conditions of Contract / Technical Specifications no price information is indicated in Envelope A. shall be enclosed. Bids not containing such undertaking will not be considered for further evaluation as per Annexure-4. k) A declaration under the official Secrets Act for maintaining secrecy of the bid documents, drawings or other records connected with the work given to him as indicated in clause 1.6 of ITT as per Annexure-6 l) The bid letter in form of "bid for works" given with General conditions of contract shall be electronically filled and digitally signed. All signatures shall be digitized. m) A declaration shall have to be made by the bidder that he has read, understood and accepted without changes, revisions or conditions, the bid documents and addenda (if any) issued by the Department

	<p>as per Annexure- 5</p> <p>n) Bid document, Volume I,II, II and preamble to Price Schedule with each page digitally signed.</p> <p>o) Addendums/ amendments/ Corrigendum's issued by the Department on the above website till date of Bid submission digitally signed.</p> <p>p) GST Registration certificate</p> <p>q) Schedule -1; Tender Form</p> <p>r) Schedule-2; Statement having read the tender document.</p> <p>s) Schedule 3.1; Undertaking</p> <p>t) Schedule 3.2; Deviation from technical specification</p> <p>u) Schedule 3.3; Deviation from condition of contract</p> <p>v) Summary of financial information prescribed in Schedule- 4</p> <p>w) Calculation of bidding capacity as per FORM FIN - 3</p> <p>x) Summary of the relevant experience of the work in prescribed formats as per Technical Criteria for Experience of Scheme/Project, The completion certificates for this experience shall be duly signed by an officer not below the rank of Executive Engineer or its equivalent and countersigned by the authorized representative of the Bidder along with copies of respective work orders and successful completion / testing certificates.</p> <p>y) Declaration by the bidder regarding Qualifications (As per Annexure-12)</p> <p>z) PRAPTRA - SA</p> <p>All original documents, proof of payments, Stamp papers, Bank guarantee etc, uploaded must be submitted prior to opening of bid in the office of Executive Engineer, PHED Dn Baranas given in the detailed NIB.</p>
	<p>21.3 Contents of Cover-2</p> <p>Volume II (Financial bid) along with all addendums issued till the date of bid submission digitally signed.</p>
22.Deadline for submission of bids	Bids shall be submitted on website http://www.eproc.rajasthan.gov.in , duly signed digitally by the authorized signatory before the scheduled date and time for submission prescribed for on line submission.
23.Late bids	The system does not permit electronic submission of bids after the due date and time.
	E. Tender Opening and Evaluation
24.Opening of bids by department	Executive Engineer, PHED Dn Baran or other duly authorized Committee will open the bids online on website in the presence of Bidder(s) or their

	authorized representative(s) who may choose to be present at the time of bid opening. The bids shall be opened in two stages. In first stage, the pre-qualification bid shall be opened and evaluated. The Financial Bid of responsive bidders, who are declared qualified in pre-qualification bid by competent authority, shall be opened at a later date, which will be informed to all responsive and pre-qualified bidders.
	In first stage, Cover 1 of the Bid will be opened. The bidders' names, the presence (or absence) of Bid Security / Bid cost/ e- procurement fees, and other details such as deviations proposed in Covering letter as per clause 11, will be announced by the Bid Opening Committee.
25. Preliminary Examination of bids	The contents of the Cover 1 of the individual bids will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the Bidders and the completeness. Any bid not conforming to any of these requirements may be disqualified forthwith at the discretion of Department.
	<p>Confidential treatment</p> <p>The department will evaluate the bid Information relating to the examination, clarification and comparison of the bidders and recommendations for the award of the Contract shall not be disclosed to bidders or to any other person not officially concerned with the evaluation process until the award to the successful -Bidder has been announced. Any effort by a Bidder to influence the evaluation process or the recommendations and decisions for award may result in the rejection of its bid.</p>
	<p>Substantial bid</p> <p>Notwithstanding the preliminary examination, the department will determine the substantial bidder. Substantial bids are those which meet the following requirements:</p> <ul style="list-style-type: none"> ▪ Properly digitally signed, ▪ Bid Security Declaration in required format, bid document cost & Bid processing fee, ▪ Responsive to all requirements of the bid documents and the instructions to bidders, ▪ Clarification and substantiation required to assess the quality of the offer, ▪ No deviations from terms & conditions (vol.-I), scope of work & Specifications (Vol.-II), Drawings (vol.-III) and Preamble to Price Schedule and reservations affecting the scope and quality of the work, limiting the rights of the Department. Or the bidder's obligations, or whose rectification would affect the competitive position of the other substantial bidder.

	<p>If a bid is not substantially responsive it will be rejected by the Department and will not be used for further evaluation. The financial offers of non-responsive bidder will not be opened. The Department's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>It is expressly stated that the information contained in the Cover-1 of the bid will be used to define whether a bid is substantial or not. The Bidders are therefore, advised to submit complete bids only.</p>
26.Evaluation for pre-qualification	<p>The Department will carry out a detailed evaluation of the bids previously determined to be substantially responsive as per clause no. 20.3 in order to determine whether the firm is qualified in accordance with the requirements set forth in the bid documents at clause 4. In order to reach such a determination, the Department will examine the information provided in the schedules and the submitted supporting documents, on the basis of the information supplied by the bidders.</p>
	<p>The firms Qualified will be informed by the Department in due course of time through email.</p>
	<p>The Department reserves the right not to consider any deviation that in the sole discretion of the Department is found unacceptable. The Department shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer.</p>
	<p>The Superintending Engineer or other duly authorized Engineer reserves the right to ask for submission of the source of procurement of the materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within a reasonable time of written order to do so, the Department shall be at liberty to forfeit the said earnest money absolutely.</p>
27.Financial Evaluation	<p>The original financial offer or the revised financial offer, as the case may be, of the Pre -qualified bidders whose bids are determined responsive will be opened at a date as notified by the department.</p>
	<p>The Executive Engineer, PHED Dn Baran or other duly authorized Committee will open the bids on line on website in the presence of any Bidder(s) or their authorized representatives who choose to be present at the time of opening of financial bids, and will enter the rate/amount of all bids in the register of Opening of Bids.</p>
	<p>The financial evaluation shall be done on quoted rates. The Bids shall be ranked on increasing order of the Bid Price</p>
28. Additional performance Security	<p>Unbalanced Bid and Additional Performance Security (Rule 75A, RTPP Rules 2013 amended on 22.10.2021):</p> <p>In addition to the Performance Security as specified, an Additional Performance Security shall also be taken from the successful bidder in case of</p>

	<p>unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.</p> <p>Explanation:</p> <ol style="list-style-type: none"> Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. Estimated Bid Value means value of subject matter of procurement mention in bidding documents. Unbalanced bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder. <p>The Additional Performance Security shall be refunded to the Contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited when work is not completed within stipulated period by the contractor.</p>
29. Award criteria	<p>29.1 The Selected bidder may, if necessary, be invited for negotiations. The negotiations shall be for reducing the price of the Proposal, including for re-confirming the obligations of the bidder under this Bid. Issues such as deployment of Personnel, understanding of the Bid, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked bidder as the Selected bidder and invite it for negotiations.</p>
	<p>29.2 Subject to ITB Clause, the Department will award the contract normally to the lowest evaluated Bidder.</p>
30. Department's right to accept any bid and to reject any or all bids	<p>30.1 The acceptance of the bid will rest with the Department who does not bind itself to accept the lowest bid and reserves to itself the authority to reject any or all of bids received without assigning any reason.</p>
	<p>30.2 The Department's right to accept or reject any or all bids at any time prior to award of contract, will not incur any liability, to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders, of the grounds for the Department's action.</p>
31. Notification of award	<p>31.1 Prior to the expiry of the period of bid validity, the Department will notify the successful Bidder through email or in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the contract, for all legal purposes.</p>
32. Signing the contract agreement	<p>32.1 Within Ten (10) days of department's notice, the successful Bidder shall sign the contract agreement.</p> <p>The following, duly filled in and signed documents, shall form the</p>

	<p>contract agreement;</p> <ul style="list-style-type: none"> ▪ Agreement (format placed at Annexure- 7') ▪ Letter of award and any pre-award correspondence between Department and the Bidder ▪ Bid documents contained in; <ul style="list-style-type: none"> • Vol-I : Conditions of Contract , Pre-qualification Schedules • Vol-II: Scope of Work and Technical Specification, Annexure • Vol-III : Bid Drawings • Vol-IV : Schedule of Prices along with Preamble to price schedule ▪ All addenda issued ▪ The Bid Offer <p>32.2 On acceptance of the Bid, the name of the accredited representative(s) of the Bidder (with a photograph and signature attested), who would be responsible for taking instructions from the Department / Engineer in charge, shall be communicated to the Engineer-in-charge.</p> <p>32.3 After acceptance of the Bid, the Bidder or all partners (in the case of partnership firm) or the authorized representative of the firm with a valid power of attorney will append photographs and signatures duly attested, at the time of execution of Agreement.</p> <p>32.4 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 Bid 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.</p> <p>32.5 GST or any other tax on materials, or Income Tax in respect of the contract shall be governed by provisions given in 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.</p> <p>32.6 If any Bidder, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-Bidding, he shall stand debarred from participating in such re-Bidding in addition to forfeiture of Bid Security/Performance Security and other action under agreement, as per Rules.</p>
33.Signing the tripartite contract agreement	33.1 NA
34.Corrupt or fraudulent practices	<p>34.1 The Department defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official</p>

	<p>in the procurement process or in contract execution; and</p> <p>b) "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 Department, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the benefits of free and open competition.</p>
	<p>34.2 Any effort by a Bidder to influence the Department in the Department's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid.</p>
	<p>34.3 The Department 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.</p>
<p>35 Rajasthan Transparency in Public Procurement Rules 2013</p>	<p>35.1 Rule 80. Code of integrity</p> <p>(1) All the officers or employees of the procuring entity shall-</p> <ul style="list-style-type: none"> (a) maintain an unimpeachable standard of integrity both inside and outside their office; (b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions; (c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large; (d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition; (e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity; (f) not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process; (g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information; (h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process; (i) provide all bidders identical information at the same time, during the bidding process; (j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new

	<p>evaluation criteria shall be introduced during the evaluation process;</p> <p>(k) not entertain any favor, recreation, presents, services, etc. from the bidders or prospective bidders;</p> <p>(l) protect the interests of the procuring entity under all circumstances while dealing with information and information sources;</p> <p>(m) maintain confidentiality of all bids;</p> <p>(n) ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and</p> <p>(o) Disclose conflict of interest, if any.</p> <p>(2) Any person participating in procurement process shall-</p> <p>(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;</p> <p>(b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</p> <p>(c) not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;</p> <p>(d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;</p> <p>(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;</p> <p>(f) not obstruct any investigation or audit of a procurement process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(h) disclose any previous transgressions with any entity in India or any other country during the last three years or any</p> <p>(i) Debarment by any other procuring entity.</p> <p>35.2 Rule 81. Conflict of interest -</p> <p>(1) A conflict of interest for procuring entity or its personnel and bidders 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.</p> <p>(2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -</p>
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	<p>(a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.</p> <p>(b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation</p> <p>(c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favor.</p> <p>(d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favor, to benefit from procuring entity's personnel's actions or decisions.</p> <p>(3) 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:-</p> <p>(a) they have controlling partners in common;</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them;</p> <p>(c) they have the same legal representative for purposes of the bid;</p> <p>(d) they 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;</p> <p>(e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or</p> <p>(f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated</p>
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directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

35.3 Rule 82. Breach of code of integrity by the bidder.-

Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

35.4 Rule 83. Form of Appeal.-

- 1) An appeal under sub-section (1) or (4) of section 38 shall be in Form along with as many copies as there are respondents in the appeal.
- 2) 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.
- 3) 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 authorized representative
- 4) First appeal authority shall **be Superintending Engineer Circle Baran** if changed then as per prevailing government order at the time of appeal.

35.5 Rule 84. Fee for filing appeal. -

- 1) 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.
- 2) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

35.6 Rule 85. Procedure for disposal of appeal. -

- 1) 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.
- 2) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
 - (a) hear all the parties to appeal present before him; and
 - (b) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- 3) 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

	<p>cost</p> <p>4) The order passed under sub-rule (3) shall also be placed on the State Public Procurement Portal.</p> <p>35.7 Rule 86. Repeal and savings.-</p> <p>All rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars relating to procurement of goods, services or works provided for in these rules, which are in force on the date of commencement of these rules, in relation to the matter covered by these rules are hereby repealed to the extent they are covered by these rules:</p> <p>Provided that such repeal shall not affect the previous operation of rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars, so repealed and the procurement process commenced before the commencement of these rules shall continue as per the provisions of rules, regulations, orders, notifications, departmental codes, manuals, by-laws, official memoranda or circulars, so repealed.</p> <p>35.8 Rule 4 State Public Procurement Portal. -</p> <p>In addition to information specified in clause (a) to (g) of sub-section (3) of section 17, the department shall provide access to such other information as may be specified by the State Government, from time to time. Procuring entity shall upload and publish the required information on State Public Procurement Portal maintained by the State Procurement Facilitation Cell.</p>
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**Executive Engineer
PHED, DIVISION BARAN**

प्रपत्र –स का प्रारूप

प्रपत्र "स"

शपथ-पत्र

लोक निर्माण वितीय एवं लेखा नियम खण्ड प्रथम के परिषिष्ट 16 के पैरा 1.19 की पालना हेतु निम्न शपथ पत्र 100/- रूपयें के स्टाम्प पेपर पर नोटरी पब्लिक से सत्यापित कर प्रस्तुत करें:-

1. यह कि मैं/हम..... मेरी/हमारी/प्रोपराईटरशिप/साझेदारी/लिमिटेड/अन्य प्रकार की फर्म हूँ/हम हैं/हम इस फर्म के प्रोपराईटर/साझेदार/निदेशक/अन्य हूँ/हैं।
2. संविदा देने (अनुबन्ध स्थापित करने वाले) के लिए उत्तरदायी अधिकारी.....
..... ओर उस के निष्पादन (इंजिनीयर-ईंचार्ज) के लिए उत्तरदायी अधिकारी
..... जनस्वा. अभि. विभाग के क्षेत्राधिकार में कोई भी कर्मचारी/अधिकारी मेरा/हमारा निकट संबंधी कार्यरत नहीं है।

शपथ ग्रहिता

सत्यापन

मैं/हम उपरोक्त शपथ ग्रहिता सशपथ सत्यापित करता हूँ/करते हैं कि इस शपथ पत्र के समस्त तथ्य सत्य हैं। ईश्वर मेरा/हमारा साक्षी है।

संवेदक के हस्ताक्षर व नाम

नोट :- निकट संबंधियों के अर्न्तगत पत्नी, पति, माता-पिता, मातामह-पितामह, पुत्र-पुत्रिया, पौत्र-पौत्रियां, भाई-बहने, चाचा-चाचियां और चचेरे भाई-बहने और उनके तत्समान ससुराल के संबंधी आयेंगे।

Annexure -1: Tender Letter

To
The Executive Engineer
Public Health Engineering Department
Division Baran

Subject: To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District
Ref: Your NIT No. ___/2023-24

Dear Sir,

1. Having carefully examined all the parts of the tender documents and the addenda (if any) for the execution of the above mentioned works, having obtained all requisite information affecting this tender, having visited the site and being aware of all conditions and difficulties likely to affect the execution of the contract, we, the undersigned, hereby offer to execute the single responsibility turn-key job on quoted percentage above/ below BSR rates as described in the Tender Documents and to hand over the whole of the said works in conformity with the drawings, conditions of contract, technical conditions and scope of work, for the sum indicated in the financial offer and such other sum as may be ascertained in accordance with the Contract.
2. We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings of the tender documents volume I to volume IV, and subsequent addenda (if any) without any change, reservations and conditions. If any change, reservation or condition has been made in our tender we herewith withdraw it.
3. We undertake, if our tender is accepted, to commence the work within 10 days of the work order and to complete the work in the stipulated time for completion.
4. If our tender is accepted, we will provide a security deposit in the required form in the sums as stipulated in the tender documents.
5. Unless and until the formal agreement is prepared and signed, this tender, together with your written acceptance thereof shall constitute a binding contract between us.
6. We agree to abide by this tender for the period of 90 days from the date of opening of the pre-qualification bids and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period, and not to make any modifications in its terms and conditions which are not acceptable to you.
7. Together with the tender we submit the earnest money of Rs
 - 1) _____ as
 - 2)

Dated this day 20.....

 - 3) in the capacity of 4)

duly authorized to sign the tender for and on behalf of 5).....

Name:

Address:

Telephone:

Telefax:

Telex:

Signature of the authorized representative

- 1) Amount of Earnest Money
- 2) Indicate the firm in which it is provided
- 3) Signature of authorized representative of the firm
- 4) Name of Bidder

Annexure –2: Form of Bank guarantee for earnest money

To

The Governor of the State of Rajasthan
Through Additional Chief Engineer, PHED, Kota

Whereas, the Governor of the State of Rajasthan through **Executive Engineer PHED Dn Baran** (here-in-after called “the Department”) has called for tenders for the above work due on _____ or any extended date and as per normal rules of the Department, Earnest Money is to be deposited along with the tender, and whereas, the Rules of the State Department permit deposit of Earnest Money in the form of Bank Guarantee.

1. In consideration of the Governor of State of Rajasthan having made such a stipulation in Rule 595 (iii) (a) of the Public Works Financial & Accounts Rules, and M/s (name of contractors) are desirous of depositing Earnest Money in the form of Bank Guarantee as Earnest Money in order to participate in the tender for work above mentioned as per said Rules, and will be so permitted on production of a Bank Guarantee for Rs..... (Rupees only), We (indicate name of the “Bank”), here-in-after referred to as the “Bank” at the request of M/s.....contractor(s), do hereby undertake to pay to the Department an amount not exceeding Rs. (Rupees-----only) on demand. We..... (indicate the name of Bank), do hereby undertake to pay Rs..... only) the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Department. Any such demand made on the bank by the Department shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Department and We..... (Indicate the name of Bank), bound ourselves with all directions given by Department regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
2. We (indicate the name of Bank), undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
3. We..... (indicate the name of Bank) further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to extend the date of receipt of such tenders for the work as aforesaid or to vary any other terms and conditions of the Notice Inviting Tenders or the tender, extend the validity of tenders, or time for completion of the work, etc. We shall not be relieved from our liability by reason of any such variation or extension or for any forbearance, act or omission on the part of the Department or any indulgence by the Department, to the said contractor(s) or by any

such matter or thing whatsoever which would but for this provision, have the effect of so relieving us.

4. The liability of us..... (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
5. We (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Department in writing.
6. This Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Department. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only).
7. It shall not be necessary for the State Department to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the State Department may have obtained or obtain from the contractor.
8. The Bank Guarantee shall be payable at the headquarters of the Division, or the nearest District Headquarters. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

Dated day of For and on behalf of the Bank (indicate the Bank)

Signature & Designation

The above Guarantee is accepted by the Department of the State of Rajasthan For and on behalf of the Governor of State of Rajasthan

Signature

Annexure – 3: Power of attorney of the representative of a firm

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the PHED, to issue and receive correspondence related to all matters of the To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District. We..... / M/s..... undertake the responsibility due to any act of the representative appointed hereby.

For Partnership Firms

S. No.	Name of the All Partners	Signature of Partner with Seal
1.		
2.		
3		
4	Name and Designation of the person Authorized	
5	Attested Signature of the Authorized Representative	

For Limited Firms

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

- To be Prepared on Stamp Paper of Rs.500/- duly attested by Notary

Annexure – 4: Undertaking by Bidder

I/We undertake and confirm that “for modifications/deviations to Conditions of Contract / Technical Specifications no price information is indicated in Envelope A.

I/We understand that if this Undertaking is found to be incorrect, our tender may not be considered for Evaluation in future for financial evaluation, for which I/WE shall be liable for all consequences and / or damages.

Signature with Seal

Full Name _____ Designation _____ Address _____

(Authorized representative)

Annexure – 5: Declaration

I/We_____the undersigned, hereby certify that I/We have read, understood all the terms and conditions given in the tender document, including those in the addenda issued by the Department and the same are acceptable to us without any deviations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full & the tender, if any to the extent accepted may be cancelled.

Signature with Seal

Full Name _____ Designation _____ Address _____

(Authorized representative)

Annexure – 6: Declaration – Under the official Secrets Act

“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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same”.

I/We understand that failure to observe the secrecy of the tenders will render the tender, liable to summary rejection.

Signature with Seal

Full Name _____ Designation _____ Address _____

(Authorized representative)

Annexure – 7: Form of Agreement

This agreement made on the day of _____ 2023 between the **Executive Engineer PHED Dn Baran** (hereinafter called PHED) on behalf of the Governor of Rajasthan of the one part and _____ (hereinafter called Contractor) of the other part.

WHEREAS the PHED is desirous for the To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District. WHEREAS the PHED has accepted a tender by the Contractor for the execution, completion and maintenance of such work.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this Agreement words and expressions shall have the same meanings 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) Form of agreement
 - b) Letter of award and any pre-award correspondence between Department and the Bidder
 - c) Tender documents contained in;
 - Vol-I: NIB, ITB, Conditions of Contract, Schedules,
 - Vol-II: Scope of Work and Technical Specification, Annexures
 - Vol-III: Tender Drawings
 - Vol-IV: Bill of Quantities s
 - All addenda issued
 - d) The Tender Offer
3. The signed and initialed Tender Documents shall be deemed to form and be read and construed as part of this Agreement.
4. In consideration of the payments to be made by the PHED to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PHED to provide, execute, and to complete the work, remedy the defects, commission the work and maintain it in conformity in all respects with the provisions of the Contract.
5. The PHED hereby covenants to pay the Contractor in consideration of the provisions, execution, completion of the works, remedying of the defects therein and maintenance of the work the Contract Price or that sum as may become payable under the conditions of the Contract at the times and in the manner prescribed by the Contract.
6. The following are the salient data of the agreement:
Contract sum Rs _____

“Provided that during the period of commencing from the date of commencement of the RTPP (Second amendment) rules, in case the procurement of works, the successful bidder at the time of signing of the contract agreement, may submit opting for deduction of performance security from each running & final bills @10% of the amount of the bill or as per latest circular”. Performance Security @ 10% or as per latest amendment in RTPP Rules of the gross amount of the running bill shall be deducted from each running bill of individual work order and shall be

refunded as per rules on successful completion of the contract as per terms and conditions. A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of Performance Security @ 3% or as per latest amendment in RTPP Rules of work order before or at the time of executing agreement. In that case earnest money may be refunded only after furnishing of bank guarantee as above. During execution of 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 or other sums of money payable by the contractor to the Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Performance Security, or from interest arising there from, 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 Performance Security 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 or Nationalized/Scheduled bank as aforesaid, any sum of sums which may have been deducted from or raised by sale or his Performance Security or any part thereof.

Time for completion:

Execution Part : 04 Months

IN WITNESS thereof the parties to these present have hereto set and subscribed their respective hands the day, month and year first above written.

SIGNED for and on behalf of PHED

PHED Official

Witness

SIGNED for and on behalf of the Contractor

RPWA 88 A

(Rules 338 & 595(iii) c)

Annexure – 8: Model of the Bank Guarantee for Security Deposit

To

The Governor of the State of Rajasthan

Through, PHED, Additional Chief Engineer (Project), PHED, Kota.

Whereas _____, the Governor of the State of Rajasthan through Additional Chief Engineer (Project), PHED Region, Jaipur (here-in-after called “the Department”) having entered into an agreement No. _____ Dated: _____ with M/s _____ (herein after called the contractor) for the Work of augmentation of RWSS Bhoyal, Tehsil Shahbad to provide FHTC including one year defect liability period under JJM in the jurisdiction of PHED DnBaran, District Baran. hereinafter called “the said Agreement” under which the contractor(s) M/s _____ have applied to furnish Bank Guarantee to makeup the full Security Deposit.

1. In consideration of the Governor of State of Rajasthan having made such a stipulation in agreement. We _____ (indicate name of the “Bank”), here-in-after referred to as the “Bank” at the request of M/s _____, contractor(s), do hereby undertake to pay to the Department an amount not exceeding Rs. _____ (Rupees _____ only) on demand.
2. We _____ (indicate the name of Bank), do hereby undertake to pay Rs. _____ only under this guarantee without any demur or delay, merely on a demand from the Department. Any such demand made on the bank by the Department shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Department and We _____ (indicate the name of Bank), bound ourselves with all directions given by Department regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).
3. We _____ (indicate the name of Bank), undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations to observe the terms and conditions of the

said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act of omission on the part of the Department or any indulgence by the Department to the said contractor or by any such matter or thing whatsoever which would but for this provision, have effect of so reliving us.

6. The liability of us _____ (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We____(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Department in writing.
8. This Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Department. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only).
9. It shall not be necessary for the State Department to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the State Department may have obtained or obtain from the contractor.
10. The Bank Guarantee shall be payable at the headquarters of the Division, or the nearest District Headquarters. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

Dated_ day of _for and on behalf of the Bank (indicate the Bank)

Signature & Designation

The above Guarantee is accepted by the Department of the State of Rajasthan

For and on behalf of the Governor of State of Rajasthan

Signature

Note: Guarantee to be made on stamp paper purchased by the bank only.

Annexure - 12: Declaration by the bidder regarding Qualifications

{As per Finance (G&T) Department Govt. of Rajasthan Circular No. 3/2013 dated 04.02.2013 in reference to Rajasthan Transparency in Public Procurement Act 2012 and Rajasthan Transparency in Public Procurement Rules 2013}:

Declaration by the Bidder

In relation to my / our Bid submitted to Superintending Engineer, PHED, Project Circle.....,Rajasthan for procurement of works under subject NIB No. ____ Dated ___, I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we process 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 of 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 of the making of false statements of misrepresentations as to my / our qualifications to entire 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, Rule and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

FORM No. 1: Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

[See rule 83]

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

PRE-QUALIFICATION SCHEDULES

PREAMBLE TO SCHEDULES

Bidders are required to provide complete information asked in the schedules. No schedule or item of schedule is to be left blank. In case, a particular schedule or item in schedule is not applicable, the same should be clearly indicated. The information provided in the schedules shall be used for Pre-Qualification evaluation of the tenders to assess the suitability and conformity of the firm/offer. However, it is clarified that, whatever technical particulars are proposed or considered by the Bidder for his financial offer, all the equipment to be finally provided, in case of award, shall correspond to the specifications of the tender documents and shall be subject to the approval of the Engineer-in-Charge as stipulated in Clause No.9. of Special Conditions of Contract Part 'A' in Vol.-I of the tender documents. No claim for additional payments shall be entertained during the course of the approval process or thereafter on this account.

It is expected that the Bidder will quote with a view to supply equipment of best makes and conforming to the highest standards. Bidder has to consider for his financial offer, makes specified in the document. For items not covered by the list of equipment for which makes are specified or if the specifications are not specified in the tender document, only makes of reputed manufacturers of equipment corresponding to the state of art technology and / or to the latest Indian standards shall be supplied after approval of Engineer in Charge.

Information provided by the Bidder in the schedules is for preliminary assessment of the offer. However, these details are subject to approval of the Engineer-in-Charge based upon the detailed drawings/ designs/ data-sheets/ specifications to be submitted by the Bidder in conformity with the tender documents.

Signature of authorized representative.....

Schedule - 1 (Tender Form)

1. TENDER FORMS

The Bidder has to fill in all tender forms (if applicable) in this document and to submit them duly signed and stamped. They shall be used for the evaluation of his offer, the assessment whether his tender is substantial and for his pre-qualification.

The Bidder shall neither add nor delete the texts of the forms. This might lead to the rejection of the tender. The papers shall remain bound in the tender document issued to the Bidder. The supporting papers as indicated in Part B, Section 2 of the tender documents shall be bound in a box file, in the same order as they appear hereafter.

Tender forms and supporting papers required

Designation	What to do?	Supporting papers
Tender Letter	to be filled in, signed and stamped	
Statement having read TD and addenda	to be filled in, signed and stamped	
General information about the Bidder	to be filled in, signed and stamped	<ul style="list-style-type: none"> ▪ Powers of attorney, attested by notary on stamp paper of Rs500; ▪ Earnest Money in required form; ▪ Evidence of experience of firm in similar jobs; ▪ Audited balance sheets and profit and loss statements; ▪ Certificate from a Chartered Accountant regarding the net worth of the company. ▪ Credit limit available with the bidder as asked in Tender Document.
Tender Letter, Letter for Tender for Work, Declarations & Undertakings	to be filled in, signed and stamped	
Pre-Qualification	to be filled in, signed and stamped	Pre-qualification criteria

Signature of authorized representative.....

Schedule – 2 Statement having read the tender documents

We declare that we have read and understood and that we accept all clauses, conditions, descriptions, drawings of the tender documents and subsequent addenda, (if any), without any change, reservations and conditions.

Tender documents purchased from PHED

Section	Part	Total pages*
Volume I		
	Notice of Invitation to Bidders (NIT)	
	Instructions and guidance to Bidders, schedules	
	Pre-Qualification Schedules	
	General Conditions of Contract	
	Special Conditions of Contract – Part A	
	Special Conditions of Contract – Part B	
Volume – II;	Scope of work & Specifications, Annexures	
Volume – III;	Tender Drawings	
Volume – IV;	Bill of Quantities	

Addenda issued by PHED*

Addendum No.	Dated

***TO BE FILLED IN BY THE BIDDER**

Signature of authorized representative.....

Schedule – 3 – Undertaking & Deviations

Undertaking

Undertaking in respect of the Tender for To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran Districtas per NIT No: ____/ 2023-24

I/We hereby agree to all terms and conditions, scope of work, specifications except to the deviation given in schedule 3.2 and 3.3. We undertake that the contents of the submitted tenders, the write-up given, the designs attached herein and the figures/components shown in the drawings submitted with the tender, do not provide any deviations from the terms and conditions, scope of work and specifications.

I/we agree to withdraw all such deviations which indicates any deviation from the terms and conditions, scope of work and specifications other than those given in Schedule 3.2 and 3.3, which can be interpreted from the write up, attached designs, schedules, drawings etc. given in the submitted tender

I/we also agree to provide the equipment/ material specified in the approved vendor list / tender document without any additional cost for completion of the work.

I/We understand that the Department can ask us to provide any additional equipment as shown in the drawings or as written in the tender document without any additional cost. I/We also understand that the department may also opt to provide any of the equipment of other makes / specifications quoted by us in the tender document without providing us any opportunity to change the financial offer, without having any effect on the Department right to ask us to supply material of specifications and makes as per the tender document.

I/We also agree that irrespective to the designs and drawings given in this tender offer, we shall execute the work as per the designs and drawings approved by the Engineer in Charge during execution, in consideration to the provisions of the Tender Document.

Company Seal Bidder's Authorized Signature

3.2 DEVIATIONS FROM TECHNICAL SPECIFICATION

All deviations from Technical Specifications shall be filled in by the Bidder, clause by clause, in this Schedule. It may be noted that the Specifications given in the Vol.-II of Bid Document are the minimum acceptable; the bidders are free to quote standards that are better / higher than the ones referred to in the Bid Document.

Clause Ref. of Vol- I	Specification	Deviation	Standard to Which offered material / equipment confirms

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications of the Bid and he accepts all the remaining scope and specifications contained in Vol.-II of the Bid document.

Company Seal

Bidder's Authorized Signature

3.3 DEVIATIONS FROM CONDITIONS OF CONTRACT

All deviations from the Conditions of Contract (General Conditions of Contract and Special Conditions) shall be filled in by the Bidder, clause by clause in this Schedule

Clause Ref. of Vol. - I	Deviation

The Bidder hereby certificates that the above mentioned are the only deviations from the Conditions of Contract of Vol.-I and he agrees with all remaining conditions.

Company Seal

Bidder's Authorized Signature

Form FIN-5: HISTORICAL CONTRACT NON-PERFORMANCE

(The Bidder [each partner firm in case of JV] shall submit an Affidavit in the following format on Rs. 500 non-judicial stamp paper to demonstrate the historical contract non- performance.)

AFFIDAVIT

I/We..... having my/our registered office at
....., submitting my/our Bid for the **To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District** certify that my/our firm has/ have not been.....
blacklisted/ debarred for non-performance or due to other breach of contract/ RTTP rules under PWF&AR Rules during last 6 months as per provisions of applicable rules and has/have not been under category of blacklisted/ debarred on the date of submission of bid.

Signature of the Authorized Signatory to the Bidder

Name of the Authorized Signatory to the Bidder

Name & Address of the Bidder

Date : _____

Chapter 2: General Condition of Contract

("Copy of appendix XI of PWF&AR, Govt. of Rajasthan effective from 01.07.99 and subsequent addendum dated 19.03.2001 & 29.03.2001 and other amendments up to date. In case of any typographical error or omission or alteration the original version of the same shall be valid.")

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

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 and signed by the Chief Engineer or other duly Authorized Engineer.

The form of invitation to tender will state the work to be carried out, as well as the date for 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 Security Deposit to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, Designs and drawings and Estimated rates/Scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer, shall also be open for inspection by the contractor at the office of the Chief Engineer or other duly authorized Engineer during office hours.

2. In the event of the 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, authorizing 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 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 scheduled 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 the work, to which they refer, written outside the envelope.
5. The Chief Engineer or other duly authorized Engineer will open the tenders in the presence of any tendering contractor(s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the register of Opening of tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the contractor,

- who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.
6. The Chief Engineer or other duly authorized 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 authorized to receive such amount, will not be considered as an acknowledgement of payment to the Chief Engineer or other duly authorized Engineer.
 8. The memorandum of work tendered for, the memorandum of materials and of Tools and Plants to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorized 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.
 11. The Bidder shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender document, drawings or other records connected with the work given to him in form given below. The unsuccessful Bidder shall return all the drawings given to them.

Declarations

"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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same."

12. 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 Bidder voluntarily offers a rebate for payment within a stipulated period, this may be considered.
13. 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.
14. 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.
15. The tender to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.
16. If on check, there are discrepancies, the following procedure shall be followed: -

- (i) Where there is discrepancy 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.
17. 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 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.
 18. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.
 19. 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.
 20. 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.
 21. The Bidder, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
 22. The Chief Engineer or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the Bidder has quoted his rates before the tender can be considered for acceptance. If the Bidder, 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.
 23. 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

24. 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.

25. All additions, deletions, corrections and overwriting, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
26. 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.
27. 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 and other action under agreement.
28. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
29. (a) If a Bidder 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-Bidder offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
30. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

Tender for works

I/We hereby To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran Districtfor the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at Lump Sum amount specified in the Schedule attached in tender document. 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 labouretc required for the satisfactory execution of contract.

- (i) **"The security deposit (Performance Security)@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."

If the contractor during the course of execution of the work or after completion of the work desires to replace the security deposit paid in cash or deducted from running bills by bank guarantee, he may be allowed to furnish a bank guarantee in the prescribed form for the required amount and period and after accepting of such bank guarantee the amount of such security deposit earlier deposited/deducted may be refunded.

- (ii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.
- (iii) 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 04 Month** 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 detailed notice for technical and financial bids, 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.Lakh 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 Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his office, should I/We fail to commence the work specified in the above memorandum.

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

GENERAL CONDITIONS OF CONTRACT

("Copy of appendix XI of PWF&AR, Govt. of Rajasthan effective from 01.07.99 and subsequent addendum upto date. In case of any typographical error or omission or alteration the original version of the same shall be valid.")

Clause 1: Security Deposit

"The security deposit @ 10% or latest amended circular 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 or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

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

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-Charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet 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 authorised 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 is 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 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, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before ½ of such time has elapsed and 3/4th of work before 3/4th 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	1/4 th	1/2	3/4 th	Full
B.	Work to be completed in terms of money	1/8 th	3/8 th	3/4 th	Full
		(Rs.)	(Rs.)	(Rs.)	(Rs.)
C.	Compensation payable by the contractor for delay attributable to contractor at the stage of:	Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted			
		Delay exceeding one fourth period but not exceeding half of the prescribed time span – 5% of the work remained unexecuted.			
		Delay exceeding half of the prescribed but not exceeding three fourth of the time span – 7.5% of the work remained unexecuted			
		Delay exceeding three fourth of the prescribed time span – 10% of the work remained unexecuted			

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

Following illustrations is given: -

First time span is 6 months, delay is of 30 days which is split over as under: -

5 days (attributable to Government) + 5 days (attributable to contractor) + 5 days (attributable to Government) + 5 days (attributable to contractor) + 5 days (attributable to Government) + 5 days (attributable to contractor)

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

The 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 span wise 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 stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

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

Clause 2A: Incentive for early completion

In the event that the Project (cost more than Rs 50 crore) Completion Date occurs prior to the Scheduled Completion Date (after taking in to account any time extension approved by the competent authority for delays not attributable to the contractor), the Contractor shall be entitled to receive a payment of incentive equivalent to 0.03 % (zero point zero three percent) of the Contract Price for each

day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 3% (three percent of the Contract Price). Provided, however, that the payment of incentive, if any, shall be made only after the issue of the Completion Certificate.

Note: Contract Price for calculation of above incentive means Original Cost of Work, plus cost of Additional and Extra items, if any, but excluding price variation/escalations granted, if any.

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 any claims for damages in respect of any breaches of the contract and without prejudice to any rights 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 the 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 un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment 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 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,
- (iii) If the contractor commits breach of any of the terms and conditions of this Contract,
- (iv) If the contractor commits any acts mentioned in, clause 19 thereof.

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

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

- (i) In any case in which any of the powers conferred by clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, notwithstanding, 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 /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 authorized 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 authorized 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 authorized 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 authorized

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

Clause 5 A: Monthly Return of Extra Claims

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

Clause 6: Final Certificate

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

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 therefore, 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 7A: 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 three months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8: Bills to be submitted on completion of specified stage of work

In case of Lump Sum contract, bills will be submitted by the contractor on completion of various stages of work as specified in the contract document. The claim as far as admissible, authorized or paid, if possible, before expiry of 10 days from the presentation of the bill. The claims for additions & alterations, if any, may also be included in the bills if their measurements have been recorded and checked.

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 and 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, then in any such event, the measurements taken 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 contractor of class, A and AA do not submit the bill within time fixed, the Engineer in Charge may prepare the bill as per the provision of clause 8 of the general conditions of the contract but @ 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: Bills to be on printed forms

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 this Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in- Charge(I)an authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against

Government before settlement by the Engineer-in-Charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favor 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 Security Deposit or the proceeds of sale, if the same is held in Government securities, the same or 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 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 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, GST, 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 10A: Rejection of materials procured by the Contractor

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

Clause 10B: 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 (either designed by department or designed by contractor and approved by Engineer-in-charge during additional execution) 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, 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 Engineer-in-charge 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, 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 cannot 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 cannot 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 **clause12.A.**

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

- i. For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- ii. For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- iii. For retaining walls, where floor level is not determinate 1.2 metre above the average ground level or bed level.
- iv. For roads, all items of excavation and filling including treatment of sub base and soling work.
- v. For water supply lines, sewer lines underground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- vi. For open storm water drains, all items of work except lining of drains.
- vii. 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 5% 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 alteration 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 the 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 opened 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, weighting 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 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 Contractor shall not be assigned or sublet without the written approval of the Chief Engineer, and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Chief Engineer may, thereupon, by notice, in writing, rescind the contract and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the Contract.

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

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

Clause 21: Changes in constitution of firm

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

Clause 22: Work 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 three months 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 any 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 there from provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Clause 24: Imported Store articles to be obtained from Government

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

Clause 25: Lump-sums in estimates

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

Clause 26: Action where no Specification

In case of any Class of work for which there is no such specification as is mentioned in the contract document referred in ITB Clause 4.1, 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 something 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 27A: Definition of Engineer-in-charge

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

Clause 28:

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

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

The rates for several items of 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 specifications. 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 may consider reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29A: 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: Deleted

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.

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 prorated 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 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 the 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 36A:

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

Clause 36B:

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 36C: 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 36D:

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 36E:

If any rates of Tax are increased or decreased, a new tax is introduced in India only, an existing Tax is abolished, or any change in interpretation or application of any Tax resulting from a change or Introduction in India only due to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority in India only, in the course of performance of contract, which was or will be assessed on the contractor, in connection with the performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

However, these adjustment would be restricted to direct transaction between the owner and Contractor only those items which are included in bid. Further, no adjustment of the Contract Price shall be made in account of variation in deemed export benefits, if any. Any increase or decrease which is included in price variation formula incorporated in the contract shall not be accounted for this purpose.

Such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.

Clause 37: Refund of Security Deposit

The 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 **Security Deposit** is refundable along with the final bill.
- (b) **Supplies of material:** As per provisions of G.F.& A.R.
- (c) **Ordinary repairs:** 3 months after completion of the work provided the final bill has been paid.
- (d) **Original works/special repairs/renewal work:** Six months after completion except in case of works, such as building works, bridge works, cross drainage works, Dams, Canals, water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the Security Deposit will be refunded 6 months after completion, or expiry of one full rainy season or after expiry of defect liability period, whichever is later, provided the final bill has been paid.

Clause 38: Fair Wage Clause

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

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under 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 the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contract's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or 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 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 (s) of the department and as specified in special conditions of contract.

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 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, security deposit and enlistment deposit and 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 grandchildren, 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. This 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 authorized Engineer shall have the option of terminating the contract without any compensation.

Clause 45: Price Variation Clause: (Deleted)

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.

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 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 48A: Pre-Check or Post Check of Bills

The Government shall have right to provide a system of pre-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 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 48B: Check Measurements

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

Clause 49: Dismantled materials

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

Clause 50: Recovery from Contractors

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the 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 Demand 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
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Bid Document

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		meters	Unit	Rupees	
1.	NIL	NIL	NIL	NIL	NIL
2.					
3.					

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 Contractor on hire"

(Referred in Clause 10 C)

S.No.	Item	Rate	Place of Delivery and Return
	NIL	NIL	NIL

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
1	2	3	4

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

- Columns 2,3, and 4 must be initialed and dated by the Contractor
- Column 4 must be initialed and dated by the Chief Engineer or other duly authorized Engineer also.
- 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.
- The date in column 3 must correspond to the period stated in Sub clause(e) of the Memorandum below "Tender for works".
- 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.
- 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 authorized Engineer and the Contractor.

Executive Engineer
PHED, Division Baran

Scope of work

To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District

The scope of work for the smooth organization of FTK trainings are as per the following instruction here by issued for necessary compliance:

- Training program shall be organized at concerned Block Headquarter.
- Proper use of FTK shall be demonstrated to all the participants.
- Trained person of ISA shall be involved for using Chemicals, FTKs and H2S vials etc.
- There shall be 30 participants in each training batch and 5 persons of VWSC as Health workers, ANM, ASHA, AWW, School teacher etc (preferably women) will be selected from each village. Accordingly villages to be covered in one training.
- The training shall be organized as per enclosed Training Schedule (annex-1).
- The resource persons may be Chemist of the PHED/A.En/J.En/DPMU/ Water quality experts etc.
- All participants are to be registered on JJM-WOMIS, which will be approved by concern District Chemist with their name and mobile number.
- Details of all trained persons are to be uploaded on IMIS at <http://ejalshakti.gov.in/IJM>
- It shall be ensured that all participants will bring one litre water sample in clean plastic bottle from their village to test during training with FTK.
- After testing of sample, test result will be uploaded on JJM-WQMIS portal on FTK user account.
- It shall be ensured to download WQMIS-JJM Mobile App by all participants on the training day.

Executive Engineer
PHED Dn Baran

Special Conditions of the contract:

1. Work should be executed as per scope of work and directions issued by

Engineer in Charge or his authorized person.

2. The list of villages & participants will be decided by the department within the jurisdiction of Block.
3. All the work will be executed in Supervision/Guidance under concerned Assistant Engineer.
4. Design of Flex, Material Kit and Lunch Menu will be approved by the Engineer in charge or his authorized person.
5. The bidder has to ensure the presence of Training experts participants and other departmental representative as directed by Engineer In charge.
6. The bidder to submit the daily progress of training to Engineer in charge and Enter the details on IMIS, JJM Portal
7. The training report to be submitted to the engineer in charge.
8. All taxes including GST and others (Central & States) paid by Tenderer as applicable are inclusive in the rates quoted by tenderer.
9. Food, tea, water, folders having training related material, slip pad, pen, photography & videography, Banners for training etc. is to be provided by contractor during each training to the participants. The rates are inclusive these items.
10. Detailed training report along with Photos and videos and Paper cuttings etc, shall be verified by concerned AEn.
11. List of participants and their Mobile No., signature shall be verified by concerned Sarpanch and Secretary & counter signed by concerned AEn & JEn.
12. Contractor shall ensure to follow JJM Guidelines & other circulars for above training.

Executive Engineer
PHED Dn Baran

G-Schedule

Name of Work : To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District

S.no	Particular	Quantity	Unit	Rate	Amount
1	Training To organize one day Block level training on use of Field Test Kit (FTK) of the village water and sanitation committee (VWSC) member under Jal Jeevan Mission in Baran District				
1.1	FTK	142	Each	9500	1349000.00
				Total	1349000.00
	Rate Quoted by Contractor% in Above / Below				

Signature of Contractor /Firm

**Executive Engineer
PHED Division Baran**