



**GOVERNMENT OF RAJASTHAN  
PUBLIC HEALTH ENGINEERING DEPARTMENT**

**BID**

**(NIT No. 07 / 2022-23)**

**Rate Contract for the Year 2022-23**

**Community Level Trainings (Level-3) and Capacity Building  
Program through Key Resource Centres (KRCs)  
in all districts of Rajasthan under Jal Jeevan Mission (JJM)**

**VOLUME- I  
TECHNICAL BID**

**ESTIMATED COST  
Rs. 205.52 Lakh**

**Additional Chief Engineer (Support Activity)  
Public Health Engineering Department,  
Jaipur, Rajasthan  
ESTI Building, Behind KV-3, Jhalana Bypass, Jaipur  
Telephone no. 0141-2700491, fax no. 0141-2700481**

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# **SECTION - 1A**

## **BID DATA SHEET**

## BID DATA SHEET

S.No	ITEM	PARTICULARS
1.	Name of Work	: Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)
2	Number of Districts	: <b>33 Nos.</b>
3	NIT No	: <b>07 / 2022-23</b>
4	Estimated Cost of Work	: <b>Rs. 205.52 Lacs</b>
5	Period of completion of Work	: <b>04 Months.</b>
6	BID Security	: <b>Rs. 4,11,040/- (2% of cost of NIT) to be deposited through e-GRAS (website <a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>) in favour of DDO code 18740 Executive Engineer, PHED, District Rural Division-I, Jaipur Budget Head (8443-00-108-00-00) and scanned copy of e-GRAS challan to be uploaded with documents of technical bid</b>
7	Bid Document Cost	<b>Rs. 1,000/- to be deposited through e- GRAS (website:-<a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>) in favour of DDO code 18740 Executive Engineer, PHED, District Rural Division-I, Jaipur in Revenue Budget head (0075-00-800-52-01)</b> <b>and scanned copy of e-GRAS challan to be uploaded with documents of technical bid</b>
8	Bid Processing Fee	<b>RISL fee of Rs. 1,000/- to be deposited in favour of Director RISL through e- GRAS (website:-<a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>) Budget head (8658-00-102-16-02)</b> <b>and scanned copy of e-GRAS challan to be uploaded with documents of technical bid</b>
9	Availability of BID document, information about the work	: <b><u><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></u></b>

10	Last date and time for down loading of BID document	:	<b>17.01.2023 upto 6:00 PM</b> <b><u><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></u></b>
10	Last date and time of submission for on line BID (both of the two envelopes)	:	<b>17.01.2023 upto 6:00PM on</b> <b><u><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></u></b>
11	Date of opening of Technical BID	:	<b>At 11:00AM on 18.01.2023 at</b> <b><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></b> in the office of Additional Chief Engineer (Support Activity), PHED, Jaipur
	Opening of Price Bid		Will be informed to all qualified bidders through E-Mail/website of E-Procurement, Rajasthan
12	Validity of the Offer	:	60 days from the date of Opening of the Technical Bid.



## **SECTION - 1B**

### **NOTICE INVITING BIDS**

**Additional Chief Engineer (Support Activity)  
PHED, Jaipur, Rajasthan  
ESTI Building, Behind OTS, Sansthan Path, Jhalana, Jaipur**

No. ACE/SA/H&I/2022-23/

Date:- .....

**NOTICE INVITING BIDS**

1. Online Bids are hereby invited on behalf of State Water and Sanitation Mission from Key Resource Centres (KRCs) empanelled for State of Rajasthan from Government of India(Gol), Ministry of Jal Shakti, Department of Drinking Water and Sanitation(DDWS), National Jal Jeevan Mission; in two envelopes on item rate contract basis by the Additional Chief Engineer (Support Activity), PHED, Jaipur for the following work:-

Details of tender notification can also be seen in NIT exhibited on web site [www.dipronline.org](http://www.dipronline.org). The BID document can be downloaded from website <http://eproc.rajasthan.gov.in>. The details of the BID notification including the eligibility criteria can be seen on the website <https://sppp.rajasthan.gov.in>. Bids are to be submitted online in electronic format on website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in):-

2. General Detail of works:

A	Work description	Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)
B	Bid Security	<b>Rs. 4,11,040/- (2% of cost of NIT) to be deposited through e-GRAS (website <a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>) in favour of DDO code 18740 Executive Engineer, PHED, District Rural Division-I, Jaipur Budget Head (8443-00-108-00-00) and scanned copy of e-GRAS challan to be uploaded with documents of technical bid</b>
C	Cost of BID.	<b>Rs. 1,000/- to be deposited through e- GRAS (website:- <a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>) in favour of DDO code 18740 Executive Engineer, PHED, District Rural Division-I, Jaipur in Revenue Budget head (0075-00-800-52-01) and scanned copy of e-GRAS challan to be uploaded with documents of technical bid</b>
D	Charges of RISL.	<b>RISL fee of Rs. 1,000/- to be deposited in favour of Director RISL through e- GRAS (website:- <a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>) Budget head (8658-00-102-16-02) and scanned copy of e-GRAS challan to be uploaded with documents of technical bid</b>

3. BID document consisting of the detailed scope of work, complete specification, the schedule of work to be done and the set of conditions of contract to be complied with by the person/firm whose BID may be accepted, which will also be found printed in the form of BID, can be seen and downloaded from website mentioned above.

The detail of the NITs is as given below:-

Important Dates:-

S.No	Event	Date and Time	Location
1.	Availability of BID Document	From 27.12.2022	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
2.	Last date and time of down loading of BID document	Upto 17.01.2023 6:00 PM	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
3.	Last date and time for on line submission of BID	Upto 17.01.2023 at 6:00PM	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
4.	Online Opening of BID	18.01.2023 at 11:00AM	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> in the office of Additional Chief Engineer (Support Activity)

4. In case a holiday is declared on the date of receipt/ opening of tender, then the tender will be received /opened on the next working day on the same time.
5. Under signed reserves the right to reject any or all the Tenders or accept them in part without assigning any reason thereof.
6. No physical submission of the BID will be accepted.
7. The BID for works shall remain open for acceptance for the period of 60 days from the date of opening of the BID.
8. Conditional BID shall not be accepted and will be rejected summarily forthwith.
9. The PHED will not be responsible for any delay on account of late submission of BID/ hanging of the website/ unavailability of the internet connectivity.
10. The acceptance of the BID will rest with the competent authority, it reserves the authority to reject any or the entire BID received without assigning any reason.
11. Financial and technical bids should be submitted separately in the prescribed form online on the website as mentioned in NIB within the scheduled date & time.
12. Price Bids (Financial Bids) of only those bidders, found responsive in Technical Bids, shall be opened as per scheduled date & time for which qualified bidder shall be informed separately.
13. Any ambiguous conditions quoted in the application may lead to summarily rejection of the quotation.
14. Bidders are required to read the document carefully before filling electronically bids. At the time of submission, every page duly numbered must be signed by the authorized signatory. The Bid document may be downloaded or seen on the website mentioned herein NIB.
15. No refund of fee is claimable for applicants not accepted or forms not submitted.
16. The Joint Venture (JV) or consortium is not allowed in this tender.
17. All other conditions shall prevail as detailed out in the BID document (in the respective sections/volumes).

Additional Chief Engineer  
(Support Activity),  
PHED, Jaipur

## **SECTION - 1C**

### **INSTRUCTION TO BIDDERS**

## **1. INSTRUCTION TO BIDDERS (ITB)**

### **Sale of Bidding/ Tender Documents**

- a. The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b. The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c. Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

### **Pre-bid Meeting/ Clarifications (Deleted)**

### **Changes in the Bidding Document**

- a. At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d. Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
  - Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### **Period of Validity of Bids**

- a. Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

#### Format and Signing of Bids

- a. Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b. All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c. A single stage, two envelopes open competitive bidding on item rate contract basis from Key Resource Centres (KRCs) empanelled for State of Rajasthan from GoI
- d. Envelop-1: Technical Bid  
including fee details, eligibility and technical documents,  
Envelop-2: Financial Bid  
including preamble of price schedule and Bill of Quantities (BoQ)
- e. The bid shall consist of the following documents: -

S. No	Documents Type	Document Format
<b>Fee Details</b>		
	BID Document Fee (Tender Fee)	Instrument / Proof of submission (PDF)
	RISL Processing Fee (eProc)	Instrument / Proof of submission (PDF)
	Bid Security(EMD)	Instrument/ Proof of submission (PDF)
<b>Eligibility Documents</b>		
	Bidder's Authorization Certificate along with copy of Power of Attorney/Board resolution stating that Auth. Signatory can sign the Bid/Contract on behalf of the firm.	<b>As per BID Form- 3 (PDF)</b>
	The bidder should be Key Resource Centre (KRC) empanelled for Level-3 trainings for state of Rajasthan from Government of India, Ministry of Jal Shakti, Department of Drinking Water and Sanitation (National Jal Jeevan Mission).	Copy of valid document of empanellement from GoI, Ministry of Jal Shakti, Department of Drinking Water and Sanitation (National Jal Jeevan Mission).

	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective Eligibility Criteria Clause (PDF)
<b>Technical Documents</b>		
	All Documents supporting TechnicalParameters of Technical evaluation	<b>As per BID Form-01 to BID Form-9 and as per the requirements of Technical Evaluation Criteria. (PDF)</b>
	Bidder's authorization certificate	<b>Bid Form-03</b>
	Self-declaration	<b>Bid Form-05</b>
	Certificate of Conformity/ No Deviation	<b>Bid Form-04</b>

- f. Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1	Financial Bid-Covering Letter	On bidder's letter head duly signed by authorized signatory (FBCOVER.PDF)
2	Financial Bid-Format	As per BoQ (.XLS) format available on e-Procurement portal (BOQ)

- g. The financial bid shall be submitted in second envelop consisting offered rate in rupees (in figures and in words having no any over writing/ cutting/condition by authorised signatory. Conditional bid will be rejected.
- h. The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

#### **Cost and Language of Bidding**

- a. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### **Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

## Bid Security

Every bidder if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- b. The bid security is to be paid **through e-GRAS (website <http://e gras.raj.nic.in>) in favour of DDO code 18740 Executive Engineer, PHED, District Rural Division-I, Jaipur Budget Head (8443-00-108-00-00).**
- c. The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- d. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- e. The bid security of unsuccessful bidders shall be refunded within 30 days after completion of bid process. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - When the bidder withdraws or modifies its bid after opening of bids;
  - When the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - When the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - When the bidder does not deposit the Performance Security within specified period after the supply/ work order is placed; and
  - If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - Notice will be given to the bidder with reasonable time before bid Performance Security is forfeited.
  - No interest shall be payable on the bid security.
  - In case of the successful bidder, the amount of bid security (EMD) may be adjusted in arriving at the amount of Performance Security (SD) after obtaining undertaking from the bidder, or refunded if the successful bidder furnishes the full amount of Performance Security.
  - The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
    - The expiry of validity of bid security;
    - The execution of agreement for procurement and Performance Security is furnished by the successful bidder;
    - The cancellation of the procurement process; or
    - The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.



### **Deadline for the submission of Bids**

- a. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

### **Withdrawal, Substitution, and Modification of Bids**

- a. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b. Bids withdrawn shall not be opened and processes further.
- c. No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids

### **Opening of Bids**

- a. The technical bid shall be opened by the bid opening and evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d. All the documents comprising of technical bid / cover shall be opened and downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to Department of PHED).
- e. The committee shall conduct a preliminary scrutiny of the opened technical bids to assess the prima-facie responsiveness and ensure that the:
  - o Bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);

- Bid is valid for the period, specified in the bidding document;
  - Bid is unconditional and the bidder has agreed to give the required Performance Security; and
  - Other conditions, as specified in the bidding document are fulfilled.
  - Any other information which the committee may consider appropriate.
- f. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

**SECTION - 1D**

**PRE-QUALIFICATION CRITERIA**

**AND**

**FORMS**

## A. PRE-QUALIFICATION/ELIGIBILITY CRITERIA

### Selection Method: -

- The bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria.

S. No.	Factor	Requirement	Documents Required
1.0			
1.	Eligibility	The bidder should be Key Resource Centre (KRC) empanelled for Level-3 trainings for state of Rajasthan from Government of India, Ministry of Jal Shakti, Department of Drinking Water and Sanitation (National Jal Jeevan Mission).	Copy of valid document of empanellement from Gol, Ministry of Jal Shakti, Department of Drinking Water and Sanitation (National Jal Jeevan Mission).
2	History of Non-Performing Contracts.	<p>The prospective bidder should not have been Black Listed / Debarred for Non-Performance or due to other breach of Contract / PWF&amp;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.</p> <ol style="list-style-type: none"> <li>Parameter of History of Non- Performing Contract also applies to contract executed by the bidder as a JV Partner.</li> <li>Non-Performance shall include all contracts except where employers' decision was over ruled by the competent authority.</li> </ol>	<ul style="list-style-type: none"> <li>Must meet the requirement and affidavit shall be enclosed by the bidder in enclosed BIDForm-8.</li> </ul>

3	Bid Security	<b>Rs. 4,11,040/- (2% of cost of NIT) to be deposited through e-GRAS (website <a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>) in favour of DDO code 18740 Executive Engineer, PHED, District Rural Division-I, Jaipur Budget Head (8443-00-108-00-00)</b>	• In case the Bid Security is not deposited, the proposal will be disqualified from further evaluation process.
4	Tax Registration and Clearance	The bidder should have a registered number of:- a. Service Tax / GST, where applicable b. Income Tax / PAN Number The bidder should have cleared his Service Tax/ GST dues up to 31 <sup>st</sup> March 2022 to the Government.	• Copies of GST Certificate and PAN Card
5	Undertaking	Not be insolvent, in receivership, bankrupt or being windup, not have its affairs administered by a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;	• Declaration on Stamp Paper of Rs.100.00 duly attested by CA

**Note:-**

1. 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 Additional Chief Engineer (Support Activity), PHED, Jaipur 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.
2. 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
3. The bidders who qualify the above eligibility criteria will be declared eligible for further Technical Evaluation process.
4. Technical and Financial Proposals will be considered for further evaluation based on the process and criteria outlined in the bid document.

## **B Technical Evaluation of Bids:**

### **Clarification of Bids**

- a. To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b. Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

### **Evaluation and Tabulation of Technical Bids**

- a. Determination of Responsiveness
  - The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
  - A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
    - "deviation" is a departure from the requirements specified in the bidding document;
    - "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
    - "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
  - A material deviation, reservation, or omission is one that,
    - if accepted, shall:-
      - i. Affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      - ii. Limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
    - if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
  - The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
  - The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b. Non-conformities in Bids

- The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- The bid evaluation committee may request
- The bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. Technical Evaluation Criteria

**As mentioned in 1.12 of ITB of this Document.**

- a. The Tendering Authority will examine the Technical bids to determine whether they are complete, Complete Tender / document and its supporting have been properly signed, the required EMD, Tender Cost and e-tendering fee is enclosed, and the bids are in order and complete in all the respects
- b. Any bid found to be non-responsive for any reason or not meeting the minimum eligibility criteria as specified in the document will be rejected by the Tendering Authority and will not be included for further consideration i.e. Financial Bid Evaluation process.
- c. The Tender inviting authority may seek bonafide clarifications from the Bidder relating to the tender and supporting documents submitted by them during the evaluation of the tender. During the initial examination the following factors shall be considered:
  - Whether the Bidder meets the eligibility criteria laid down in the tender document and minimum eligibility criteria of Resources
  - Whether the initial documents are duly signed
  - Whether the tender is substantially responsive to the technical specifications said out in the Document including the resources to be supplied
- d. Tabulation of Technical Bids
  - Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
  - The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

### **Evaluation and Tabulation of Financial Bids**

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a. the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
- b. the process of opening of the financial Bids shall be similar to that of technical Bids.
- c. the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d. conditional Bids are liable to be rejected;
- e. the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f. Financial quote will be the Rate including all applicable taxes and levies.
- g. the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity
- h. the members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i. it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the works or service required to be procured.

### **Exclusion of Bids/ Disqualification**

- a. A procuring entity shall exclude/ disqualify a Bid, if: -
  - the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - A bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - communicated to the concerned bidder in writing;
  - Published on the State Public Procurement Portal, if applicable.



### **Price/ Purchase Preference in Evaluation**

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

#### **Negotiations**

- a. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- b. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- d. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- e. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- f. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

#### **Acceptance of the Successful Bid and Award of Work**

The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority indelegation of financial powers for decision.

Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

The procuring entity shall award the contract to the lowest bidder if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis

of qualification criteria fixed for the bidders in the bidding document.

Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of Performance Security or a Performance Security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

The bid security (EMD) of the bidders whose Bids could not be accepted shall be refunded soon after the agreement with the successful bidder is signed and its Performance Securities obtained.

Anytime during the Contract period, in case any selected organization fails to deliver as per the project requirements, which may lead to Termination of the Contract as per section titled "Termination" of Chapter 7 of the Document; the Procuring Entity on their own discretion may allocate the pending work of the district to the best performing / any one of the selected agency.

#### **Information and Publication of Award**

Information of award of contract shall be communicated to all participating bidders/prime bidder and published on the respective website(s) as specified in NIB.

#### **Procuring Entity's Right to Accept or Reject any or all Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

#### **Performance Security (SD)**

Prior to execution of agreement, Performance Security (SD) 2.5 % of the work order amount shall be solicited from all successful bidders except the departments of the State Government and undertakings / corporations / autonomous bodies / registered societies / cooperative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a Performance Security declaration shall be taken from them.

Performance Security (SD):- Performance Security shall be furnished in the following forms: -

The validity of Performance Security, which has been submitted in the form of Bank Guarantee shall remain valid for a period of Six (06) Months beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and sustenance and defect liability period, post which the SD shall be released

Forfeiture of Performance Security (SD): Security amount in full or part may be forfeited, including interest, if any, in the following cases:

When any terms and condition of the contract is breached.

When the bidder fails to make complete supply satisfactorily.

If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

Notice will be given to the bidder with reasonable time before SD deposited is

forfeited. No interest shall be payable on the SD.

### **Execution of Agreement**

A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

The successful bidder shall sign the procurement contract within 15 Days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

If the bidder whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and RPPP Act. The procuring entity may, in such case, cancel the procurement process. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

### **Confidentiality**

Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

impede enforcement of any law;

affect the security or strategic interests of India;

affect the intellectual property rights or legitimate commercial interests of bidders;

Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

### **Cancellation of Procurement Process**

If in any case procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

at any time prior to the acceptance of the successful Bid; or

After the successful Bid is accepted in accordance with (d) and (e) below.

The procuring entity shall not open any bids or proposals after taking a decision to

cancel the procurement and shall return such unopened bids or proposals.

The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

If a bidder is convicted of any offence under the Act, the procuring entity may:-

Cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

### **Code of Integrity for Bidders**

1. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
2. The code of integrity include provisions for: -

### **Prohibiting**

- any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - 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;
  - any obstruction of any investigation or audit of a procurement process
  - disclosure of conflict of interest;
  - Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
3. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
    - exclusion of the bidder from the procurement process;
    - calling-off of pre-contract negotiations and Forfeiture or encashment of bid security;
    - Forfeiture or encashment of any other security or bond relating to the

procurement;

- recovery of payments made by the procuring entity along with interest thereon at bank rate;
- cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### **Interference with Procurement Process**

A bidder, who:

- withdraws from the procurement process after opening of Technical bids;
- withdraws from the procurement process after being declared the successful bidder;
- fails to enter into procurement contract after being declared the successful bidder;
- fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,
- shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

### **Appeals**

Subject to “Appeal not to lie in certain cases” below, 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 RTPP, Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings.

Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

The officer or authority to which an appeal may be filed under (a) or (d) above shall

be: First Appellate Authority: Special Secretary/Joint Secretary, PHED, GoR ; Second Appellate Authority: Additional Chief Secretary/Principal Secretary, PHED, GoR.

Form of Appeal:

Every appeal under (a) and (c) above shall be as per Annexure-10 along with as many copies as there are respondents in the appeal.

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.

Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

Fee for Appeal: Fee for filing appeal:

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.

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.

Procedure for disposal of appeal:

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.

On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

hear all the parties to appeal present before him; and

Peruse or inspect documents, relevant records or copies thereof relating to the matter.

After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

The order passed under (c) shall also be placed on the State Public Procurement Portal.

No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### Stay of Procurement Proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

### Vexatious Appeals and Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

## **Offenses by Firms / Companies**

Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

For the purpose of this section-

"company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

"Director" in relation to a limited liability partnership or firm, means a partner in the firm. d. Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

## **Debarment from Bidding**

A bidder shall be debarred by the State Government if he has been convicted of an offence under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a

reasonable opportunity of being heard.

### **Monitoring of Contract**

The implementation of the training programmes shall be monitored at State Level and District Level.

### **Regular review by SE:-**

The agency shall report regularly to concerned Superintending Engineer, PHED and Member Secretary, District Water and Sanitation Mission (DWSM) at district level, who will apprise Chief Engineer (JJM)/Additional Chief Engineer (Support Activity), PHED, Jaipur regarding the progress.

### **Period of Contract:-**

The Bids shall be for trainings to be conducted on Rate Contract basis. The contract shall remain in force for a period of four months from the date of signing of 1st contract agreement for placement of orders. The work shall have to be conducted as per conditions prescribed in the rate contract. Rate contract can, however may be extended on same price, terms and conditions for a period not exceeding 2 months, as per clause 29(i) of RTPP rules, 2013. Extension shall also be up to a common date in case of parallel rate contract.

A rate contract shall be entered, for price without a commitment for quantity, place and the time of supply of subject matter of procurement, with the Bidder of lowest priced Bid or most advantageous Bid.

Rate contracts may be entered with more than one Bidder as parallel rate contracts, in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest or most advantageous Bidder, in order to secure prompt delivery of services, if the quantity of the subject matter of procurement required is beyond the capacity of the lowest Bidder or the subject matter of procurement is of critical or vital nature.

Repeat orders for additional quantities may be placed on the rates and conditions given in the contracts. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as per rule 73 of Rajasthan Transparency in Public Procurement Rules -2013.

### **Important Instruction:**

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" \*hereinafter c

alled the Act and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>

Therefore, the Key Resource Centres (KRCs) are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this bid Document, the provisions of the Act and the Rules shall prevail.

Additional Chief Engineer  
(Support Activity), PHED, Jaipur



## **SECTION - 1E**

### **TECHNICAL PROPOSAL- STANDARD FORMS**

**BID FORM 01**

**Tender Letter**

**To**

**Additional Chief Engineer  
(Support Activity), PHED,  
ESTI Building, Jhalana, Jaipur**

**Sub:** Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM).

**Ref:** Your NIT No. 07 / 2022-23.

**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 Item Rate Contract on Single Responsibility Basis as described in the Tender Documents and to hand over the whole of the said works in conformity with the 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 II, 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 Performance Security 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 **60 days** from the date of opening of the Technical Bid 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 Bid Security of Rs<sup>1)</sup> ..... as <sup>2)</sup> ..... Dated this ..... day ..... 2020 <sup>3)</sup> ..... in the capacity of <sup>4)</sup> ..... duly authorized to sign the tender for and on behalf of <sup>5)</sup> .....
8. We have participated in the BID(s) for the work of “Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)”.

**Name:**

**Address:**

Telephone:

Tele fax:

Telex:

Signature of the authorized representative .....

1 - Amount of Bid Security

2- Indicate the form in which it is provided

3 - Signature of authorized representative of the firm

4 – Designation

5 - Name of Bidder RPWA-87 (Rule 335 & 594(iii))

**BID FORM 02**

**Bid Security (Bank Guarantee)**

To,

**Additional Chief Engineer  
(Support Activity), PHED,  
ESTI Building, Jhalana, Jaipur**

Whereas the Governor of the State of Rajasthan through Additional Chief Engineer (Support Activity), PHED, Jaipur (here-in- after called “the Department”) has called for tenders for execution of “Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)” due on

.....Or any extended date and as per normal rules of the Department, Bid Security is to be deposited along with the tender, and whereas, the Rules of the State Department permit deposit of Bid Security in the form of Bank DD.

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 AGENCYs) are desirous of depositing Bid Security in excess of Rs. 10.00 Lakh i.e. Rs. .... (Rupees ..... only) (excess over Rs. 10.00 Lakh) in the form of Bank Guarantee as Bid Security 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 ....., AGENCYs(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) 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).
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 Agency 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 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 Agency or by any such matter or thing whatsoever which would but for this provision, have the effect of so relieving us.

5. 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 AGENCYs(s).
6. We .....(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Department in writing.
7. 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).
8. It shall not be necessary for the State Department to proceed against the Bidder 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 AGENCYs.
9. 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 ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY)  
of the State of Rajasthan**

For and on behalf of the Governor of Rajasthan

**Signature**

**BID FORM 03**

**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 SWSM, ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY), PHED, to issue and receive correspondence related to all matters of the tender "Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)". We / M/s\_\_\_undertake the responsibility due to any act of the representative appointed here by.

**For Partnership Firm's**

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

**For Limited Firm's**

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.100/- duly attested by Notary

**BID FORM 04**

**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.

**Authorized Signature** : .....  
**(in full) with Seal of the Agency**  
**Name** : .....  
**Designation** : .....  
**Name of Agency** : .....  
**Postal Address** : .....

**BID FORM 05**

**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 and the Tender, if any to the extent accepted may be cancelled.**

**Authorized Signature** : .....  
**(in full) with Seal of the Agency**  
**Name** : .....  
**Designation** : .....  
**Name of Agency** : .....  
**Postal Address** : .....



**BID FORM 06**

**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.

**Authorized Signature (in full)** : .....  
**with Seal of the Agency**  
**Name** : .....  
**Designation** : .....  
**Name of Agency** : .....  
**Postal Address** : .....

**BID FORM 7**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF**

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Bid, If yes, please furnish details of any such activities.

**If No, Please Certify,**

We hereby declare that our Agency is not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

**Authorized Signature** : .....  
**(in full) with Seal of the Agency**  
**Name** : .....  
**Designation** : .....  
**Name of Agency** : .....

**BID FORM 8**

**FORM CON: HISTORICAL CONTRACT NON-PERFORMANCE**

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Bidder's Party Legal Name: [insert full name]

Page [insert page number] of [insert total number] pages

[The following table shall be filled in for the Bidder]

**1. History of Non-Performing Contracts**

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not in accordance with the Prequalification criteria. <input type="checkbox"/> Contract(s) not performed in accordance with the Prequalification criteria is (are) indicated below:			
Year	Non-Performed Portion of Contract	Contract Identification	Total Contract Amount (Current value, Currency, Exchange Rate and USD equivalent)
[insert year]	[insert amount and percentage]	1. Contract Identification: [insert complete contract name, number, and any other identification] 2. Name of Employer: [insert full name] 3. Address of Employer: [insert street/city/country] 4. Reason(s) for non-Performance: [indicate main reason(s)]	[insert amount]

**BID FORM 9**

**TENDER FORMS DECLARATION**

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 for his pre-qualification.

1. The Bidder shall not change nor add or delete the texts of the forms. This might lead to the rejection of the tender. The papers shall remain bound in the file issued to the Bidder. The supporting papers as indicated in Section 1 of the tender documents shall be bound in a box file, in the same order as they appear hereafter.

S.No.	Details	What to do	Supporting Papers
1.	Tender Letter	To be filled in, signed and stamped	
2.	Statement having read TD and addenda	To be filled in, signed and stamped	
3.	General information about the Bidder.	To be filled, signed and stamped	Proper Powers of Attorney (if applicable) copy of Partnership deed (if partnership), Bid Security in required form. Sales Tax /GST Clearance Certificate valid up to 31.03.2022. Empanelment of Bidder as KRC for Level-3 Trainings from Gol.

**Authorized Signature  
(in full) with Seal Agency**

## 2. STATEMENT HAVING READ THE TENDER DOCUMENT

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 downloaded from the following site :-

- a) [http:// www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
- b) <http://www.sppp.rajasthan.gov.in>

Section	Part	Total Pages*
	Technical Bid	
	Notice Inviting Bids (NIT)	
	Instructions and guidance to Bidders, Schedules	
	Pre-Qualification Schedules	
	General Conditions of Contract	
	Special Conditions of Contract	
	Scope of Work and Technical Specifications	
	Financial Bid	
	Bill of Quantities (BoQ)	

Addenda issued by ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY)\*

Addendum No.	Dated

\*to be filled in by the Bidder

**Authorized Signature (in full)**

**With Seal of the Agency**

**CONTRACT FORM 01**

**FORM OF AGREEMENT**

**This Agreement made on the .....day of .....20..... Between the Additional Chief Engineer (Support Activity), PHED, Jaipur (hereinafter called PHED) on behalf of the Governor of Rajasthan of the one part and ..... of .....  
(Here in after called AGENCYs) of the other Part.**

WHEREAS the PHED is desirous for execution of Tender Selection of "Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)"

WHEREAS the PHED has accepted a tender by the Bidder 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: Conditions of Contract, Pre-qualification Schedules, Scope of Work and Technical Specifications, Annexure, etc.
    - Vol-II: Preamble to Price Schedule, Bill of Quantities (BOQ)
    - 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 Bidders hereinafter mentioned, the Bidder 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 ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) hereby covenants to pay the Bidder 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. ....

- Performance Security: Rs ..... ( 2.5 % of the payments)
- Time for completion: 4Months

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

\_\_\_\_\_

\_\_\_\_\_

Witness

**Additional Chief Engineer  
(Support Activity),  
PHED, Jaipur**

**Signed for and on behalf of the BIDDER**

\_\_\_\_\_

\_\_\_\_\_

Authorized representative

Witness

**CONTRACT FORM 02**

RPWA 88 A  
(Rules 338 & 595(iii) c)

**FORM FOR THE PERFORMANCE SECURITY GUARANTEE**

**To**  
**Additional Chief Engineer**  
**(Support Activity),**  
**PHED, Jaipur**

Whereas the PHED of the State of Rajasthan through Additional Chief Engineer (Support Activity), PHED, Jaipur (here-in-after called "the Department") having entered into an agreement No \_\_\_\_\_ dated \_\_\_\_\_ with M/s ..... (herein after called the AGENCY for execution of " Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)" herein after called "the said Agreement" under which the BIDDER M/s ..... have applied to furnish Bank Guarantee to makeup the full Performance Security.

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 ..... AGENCY(ies), 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 AGENCY(ies) 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 AGENCY(ies) 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, hereunder to vary any of the terms and conditions of the



said agreement or to extend time of performance by the said AGENCY(ies) 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 AGENCY(ies) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said AGENCY (ies) or for any forbearance act of omission on the part of the Department or any indulgence by the Department to the said Bidder 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 AGENCY (ies).
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 Bidder 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 AGENCY.
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 PHED 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.**

## **SECTION - 2**

# **GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

<p><b>Clause 1.0</b></p> <p><b>Definitions</b></p>	<p>For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -</p> <ol style="list-style-type: none"> <li>“Contract” means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>“Contract Documents” means the documents listed in the Agreement, including any amendments thereto. “Contract Price” means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</li> <li>“Day” means a calendar day. “Delivery” means the transfer of the Services/Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.</li> <li>“Completion” means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.</li> <li>“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.</li> <li>“Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.</li> <li>“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.</li> <li>“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.</li> <li>“Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in</li> </ol>
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	<p>the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.</p> <p>j. "The Site," where applicable, means the designated project place(s) named in the bidding document.</p> <p>k. <b>The "AGENCY" means the selected agency i.e. Key Resource Centre (KRC)</b></p> <p><b>Note:</b></p> <p>The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.</p> <p><b>Contract Documents</b></p> <p>Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.</p>
<p><b>Clause 2.0</b></p> <p><b>Interpretation</b></p>	<p>a. If the context so requires it, singular means plural and vice versa.</p> <p>b. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>

	f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
<b>Clause 3.0</b> <b>Language</b>	<p>a. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English/Hindi language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>b. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<b>Clause 4.0</b> <b>Joint Venture, Consortium or Association</b>	<b>Not allowed in this Contract.</b>
<b>Clause 5.0</b> <b>Organisation Responsibilities</b>	The Organisation shall provide services as mentioned in this document and in accordance with the provisions of bidding document and/ or contract.
<b>Clause 6.0</b> <b>Purchaser's Responsibilities</b>	<p>a. Whenever the supply of services requires that the selected organisation/Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the selected organisation/Selected Bidder, make its best effort to assist the selected organisation/Selected Bidder in complying with such requirements in a timely and expeditious manner.</p> <p>b. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.</p>
<b>Clause 7.0</b> <b>Contract Price</b>	a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
<b>Clause 8.0</b> <b>Recoveries from Selected Organisation/Selected Bidder</b>	<p>a. Recoveries of liquidated damages, shall ordinary be made from bills.</p> <p>b. Amount may also be withheld in case of failure in delivering satisfactory quality of deliverables by selected organisation/Selected Bidder.</p> <p>c. In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.</p>

<p><b>Clause 9.0</b></p> <p><b>Taxes and Duties</b></p>	<p>a. The TDS /GST etc., if applicable, shall be deducted at source by Department as per prevailing rates.</p> <p>b. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.</p>
<p><b>Clause 10.0</b></p> <p><b>Copyright</b></p>	<p>a. The copyright in all drawings, design documents, and other reports containing data and information furnished to the Purchaser by the selected organisation/Selected Bidder herein shall remain vested in the selected organisation/Selected Bidder , or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder.</p>
<p><b>Clause 11.0</b></p> <p><b>Confidential Information</b></p>	<p>a. The Purchaser and the selected organisation/Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.</p> <p>b. The Purchaser shall not use such documents, data, and other information received from the selected organisation/Selected Bidder for any purposes unrelated to the Contract. Similarly, the selected organisation/Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>c. The obligation of a party under sub-clauses above, however, shall not apply to information that: -</p> <ul style="list-style-type: none"> <li>○ the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;</li> <li>○ now or hereafter enters the public domain through no fault of that party;</li> <li>○ can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</li> <li>○ Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul> <p>d. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the</p>

	<p>parties hereto prior to the date of the Contract in respect of the supply or any part thereof.</p> <p>e. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.</p>
<b>Clause 11.1 Sub-Contracting</b>	Sub-contracting is not allowed under this document.
<b>Clause 11.2 Extension in Delivery Period and Liquidated Damages (LD)</b>	<p>a. Except as provided under clause “Force Majeure”, if The Bidder fails to deploy the required resources within the period specified in the Agreement Document, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, , as liquidated damages, a sum equivalent to the percentage specified in (g) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the work order and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.</p> <p>b. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange resources for deployment within the specified period.</p> <p>c. The Bidder shall request in writing to purchaser giving reasons for extending the deployment period of resources if he finds himself unable to arrange for quality resource within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 10 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained</p> <p>d. The purchaser shall examine the justification of causes of hindrance in the deployment of resources and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.</p> <p>e. Normally, extension in deployment of resources in following circumstances may be considered without liquidated damages:</p> <ul style="list-style-type: none"> <li>○ When delay has occurred due to occurrence of some unfortunate event to the selected agency</li> </ul> <p>f. It shall be at the discretion of the concerned authority to accept or not to accept the selected resource after the</p>

	<p>expiry of the stipulated deployment period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.</p> <p><b>g.</b> In case of extension in the delivery period with liquidated damages the recovery shall be made. The calculation for compensation of delay shall be done as per the SCC</p> <p><b>Clause Number- 18</b></p> <p><b>h.</b> Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.</p> <p><b>i.</b> The maximum amount of liquidated damages shall be 10% of the contract value.</p> <p><b>j.</b> If the selected bidder requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.</p> <p><b>k.</b> Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.</p>
<b>Clause 12.0</b> <b>Specifications and Standards</b>	<p><b>Technical Specifications and Drawings</b></p> <ul style="list-style-type: none"> <li>○ The selected organisation/Selected Bidder shall ensure that the services comply with the technical specifications and other provisions of the Contract.</li> <li>○ The selected organisation/Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</li> <li>○ The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior.</li> </ul>
<b>Clause 12.1</b>	<p><b>a.</b> The selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and</p>



<p><b>Patent Indemnity</b></p>	<p>hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -</p> <ol style="list-style-type: none"> <li>The installation of the Goods by the selected bidder or the use of the Goods in the country where the Site is located; and</li> <li>The sale in any country of the products produced by the Goods.</li> </ol> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the selected bidder, pursuant to the Contract.</p> <ol style="list-style-type: none"> <li>If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the selected bidder a notice thereof, and the selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</li> <li>If the selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</li> <li>The Purchaser shall, at the selected bidder's request, afford all available assistance to the selected bidder in conducting such proceedings or claim, and shall be reimbursed by the selected bidder for all reasonable expenses incurred in so doing.</li> <li>The Purchaser shall indemnify and hold harmless the selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the</li> </ol>
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	<p>selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p><b>Clause 13.0</b></p> <p><b>Limitation of Liability</b></p>	<p>Except in cases of gross negligence or wilful misconduct: -</p> <ol style="list-style-type: none"> <li>neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected organisation/ selected bidder to pay liquidated damages to the Purchaser; and</li> <li>the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.</li> </ol>

#### **Clause 14.0**

#### **Force Majeure**

- a. The selected organisation/ selected bidder shall not be liable for Forfeiture of its SD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the selected organisation/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected organisation/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the selected organisation/ selected bidder shall promptly notify the Department PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Department of PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY), the selected organisation/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the Department of PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY), the Department of PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) may take the case with the PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) on similar lines.

<p><b>Clause 15.0</b></p> <p><b>Change Orders and Contract Amendments</b></p>	<p>a. The Purchaser may at any time order the selected organisation/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -</p> <ul style="list-style-type: none"> <li>○ drawings, designs, or specifications, where services are to be furnished under the Contract are to be specifically designed and provided to the Purchaser;</li> <li>○ the place of delivery; and</li> <li>○ the related services to be provided by the selected organisation/ selected bidder.</li> </ul> <p>b. If any such change causes an increase or decrease in the cost of, or the time required for, the selected organisation’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the selected organisation/ selected bidder for adjustment under this clause must be asserted within Thirty (30) days from the date of the selected organisation’s/ selected bidder’s receipt of the Purchaser’s change order.</p> <p>c. Prices to be charged by the selected organisation’s/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates mentioned in the government administered cost structure mentioned in this document.</p>
<p><b>Clause 16.0</b></p> <p><b>Termination</b></p>	<p>a. Termination for Default</p> <ul style="list-style-type: none"> <li>• The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the selected organisation’s/ selected bidder/, terminate the contract in whole or in part: -</li> </ul>

- If the selected organisation's/ selected bidder fails to deliver any or all parts of the service within the time period specified in the contract, or any extension thereof granted by PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY); or
- If the selected organisation's/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected organisation's/ selected bidder, in the judgement of the procurement entity, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected organisation's/ selected bidder commits breach of any condition of the contract.
  - If Department of PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) terminates the contract in whole or in part, amount of PSD may be forfeited.
  - Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b. Termination for Insolvency

Department of PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) may at any time terminate the Contract by giving a written notice of at least 30 days to the selected organization/ selected bidder, if the selected organization/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY)

c. Termination for Convenience

- Department of PHED/ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY), by a written notice of at least 30 days sent to the selected/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination

	<p>shall specify that termination is for the procurement entity's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective</p> <ul style="list-style-type: none"> <li>○ Depending on merits of the case the selected organisation/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.</li> <li>○ The services that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the procurement entity's at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</li> <li>○ To have any portion completed and delivered at the Contract terms and prices; and/or</li> </ul> <p>To cancel the remainder and pay to the selected/ selected bidder an agreed amount for partially completed Services and for services previously delivered by the selected organisation/ selected bidder.</p>
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**Clause 17.0**

**Performance Security**

The Performance Security @ **2.5%** 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 Bid Security deposited shall however be adjusted while deducting Performance Security from the first running bill of the AGENCY. There will be no maximum limit of Performance Security.

A Bidder may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of Performance Security @ 2.5% of the work order before or at the time of executing the agreement. In that case Bid Security 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 Bidder may replace the Performance Security 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 Performance Security shall be deducted from the Running Account Bills."

If the Bidder during the course of execution of the work or after completion of the work desires to replace the Performance Security 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 Performance Security earlier deposited/deducted may be refunded.

All compensation or other sums of money payable by the Bidder to 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 Bidder 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 Bidder shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalised/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Performance Security or any part thereof.

In case of Bank Guarantee of any Nationalised/Scheduled Bank is furnished by the Bidder to the Government, as part of the Performance Security 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 Bidder and the Bidder 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 ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) and the AGENCYs, 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 AGENCY 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 AGENCYs.

The Bank Guarantee shall remain valid up to the specified date unless extended on demand by the Additional Chief Engineer (Support Activity),PHED, Jaipur which shall include the period of completion of the contract and the defect removal



	<p>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 AGENCYs, the Chief Engineer and chairperson ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY) or duly authorised person 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.</p> <p>Government is not concerned with any interest accruing to the Bidder 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 AGENCY.</p>
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<p><b>Clause 18.0</b> <b>Method of the Payment.</b></p>	<p>The payment will be made by the Additional Chief Engineer (Support Activity), PHED, Jaipur as per the Key Indicators mentioned in the Clause Number- 12.0 of Special Conditions of the BID document</p>
<p><b>Clause 19.0</b> <b>Additional Work</b></p>	<p>The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Additional Chief Engineer (Support Activity), PHED, Jaipur and the Agency.</p>
<p><b>Clause 20.0</b> <b>Standing Committee for Settlement of Disputes</b></p>	<p>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:-</p> <ol style="list-style-type: none"> <li>i. Administrative Secretary concerned.</li> <li>ii. Finance Secretary of his nominee, not below the rank of Deputy Secretary</li> <li>iii. Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer</li> <li>iv. Chief Engineer cum Additional Secretary to the concerned Department</li> <li>v. Chief Engineer/Additional Chief Engineer concerned (Member Secretary)</li> </ol> <p>The Additional Chief Engineer (Support Activity), PHED, Jaipur, on receipt of application along with non-refundable prescribed fee, (the fee would be twopercent of the amount in dispute, not exceeding Rs. one Lakh from the Agency, shall refer the disputes to the committee, within a period of one month from the date of receipt of application.</p> <p>Procedure and Application for referring cases for settlement by the Standing Committee shall be, as given in Form RPWA 90/ RTPP Act/Rules.</p>

**Clause 21.0**

**Withdrawal of Work from the AGENCYs**

If the Additional Chief Engineer (Support Activity),PHED, Jaipur 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 AGENCYs, he may, by notice in writing to that effect, require the Bidder not to execute the portion of the work specified in the notice, or may withdraw from the Bidder the portion of work, so specified, and the Bidder shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Additional Chief Engineer (Support Activity),PHED, Jaipur may supplement the work by engaging another agency to execute such portion of the work at the cost of the original AGENCYs, 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.

<p><b>Clause 22.0</b> <b>Bidder to Engage following Staff:- BID Form-11</b></p>	<p><b>Not Applicable.</b></p>
<p><b>Clause 23.0</b> <b>Retired Gazetted Officers barred for 2 Years</b></p>	<p>No Engineer of Gazetted rank or other Gazetted officer, employed in PHED or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work in a Bidder 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 Bidder or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before submission of the tender or engagement in the AGENCYs' service, as the case may be.</p>
<p><b>Clause 24.0</b> <b>Jurisdiction of Court</b></p>	<p>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 located at <b>Jaipur City</b> only and by no other Court, after completion of proceedings of this Contract.</p>

## **CONTRACT FOR TRAINING WORK GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF AGENCY.**

All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Additional Chief Engineer (Support Activity), PHED, Jaipur or other duly authorized.

1. The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the Bid Security to be submitted with the tender and the amount of the Performance Security to be deposited by the successful tenders and the percentage, if any, to be deducted from bills. Copies of the specifications, and estimated rates/scheduled rates and any other document required in connection with the work signed for the purpose of identification by the Additional Chief Engineer (Support Activity) shall be open for inspection by the Bidder at the office of the Additional Chief Engineer (Support Activity), PHED, Jaipur 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 must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy or 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 Bidder 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 actual receipts for the firm.
4. 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 AGENCYs, who wish to tender for more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The Additional Chief Engineer (Support Activity), PHED, Jaipur or other duly authorized person/s will open the tenders in the presence of any Agency 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, (As per RTPP Act). In the event of the tender being accepted, a receipt for the Bid Security deposited shall be given to the AGENCYs, who shall sign copies of the specifications and other documents mentioned in the BID document. In the event of a tender being rejected, the Bid Security forwarded with such accepted tenders shall, be returned to the Bidder making the same.
6. The Additional Chief Engineer (Support Activity), PHED, Jaipur or other duly authorized person/s 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 acknowledgment of payment to the

Additional Chief Engineer (Support Activity), PHED, Jaipur or other duly authorized person.

8. The memorandum of work tendered for memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Executive 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 Additional Chief Engineer (Support Activity), PHED, Jaipur not to consider the tender, forfeit the amount of Bid Security and / or de-list the AGENCY.
10. The Bidder shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful Bidders shall return all the drawings given to them.

**Declaration:**

"I/We hereby declare\*that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret and 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."

11. On acceptance of the tender, 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 Additional Chief Engineer (Support Activity) shall be communicated to the Additional Chief Engineer (Support Activity).
12. GST or any other tax on materials, or Income Tax in respect of the contract shall be governed by 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.
13. The tender to work shall not be witnessed by a Bidder or 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 AGENCYS, tendering as well as witnessing the tender, liable to summary rejection.
14. If on check there are discrepancies the following procedure shall be followed
  - Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
  - When the rate quoted by the Bidder in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Bidder shall be taken as correct and not the amount worked out.
15. The Bidder 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 Bidder shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.
16. The Bidder shall read the specifications carefully before submitting the tender.

17. The Program of trainings will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire program available, the Bidder shall arrange his working program accordingly. No claim, whatsoever, for not giving the program in full on award of the work for giving the site gradually in parts will be tenable. The Bidder may satisfy himself regarding training program.
18. 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.
19. 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.
20. The Bidder 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 Bidder 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 AGENCYs.
21. All additions, deletions, corrections and overwriting, must be serially numbered and attested by the Bidder at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
22. After acceptance of the tender, the Bidder or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement
23. If any AGENCYs, 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 re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of Bid Security/Performance Security and other action under agreement.
24. The tender documents shall be issued to those Bidders only having valid empanelment as KRC for Level-3 trainings by GoI, DDWS, NJJM for Rajasthan as on the date of issue of documents.
25. If a Bidder reduces the rates voluntarily after opening of the tenders/ negotiations, his offer shall stand cancelled automatically, his Bid Security shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.  
  
If a non-Bidder offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
26. Bidder shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

## **SECTION – 3**

# **SPECIAL CONDITIONS OF CONTRACT**



## **SPECIAL CONDITIONS OF CONTRACT**

### **1 PRIORITY OF CONTRACT DOCUMENTS.**

The documents forming part of the agreement are to be taken as mutually explanatory documents of one another. In case of discrepancies they shall be explained and adjusted by the Additional Chief Engineer (Support Activity). The priority of the Contract documents shall be as follows:

1. Contract Agreement
2. Letter of Award.
3. Special Conditions of Contract.
4. General Conditions of Contract.
5. Instructions to Bidder.
6. Scope of Work.
7. Bills of Quantities with Prices.

### **2. TYPE OF CONTRACT.**

The Contract is Item-Rate Contract on Single Responsibility for “Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)”. The Bidder has to quote unit rate per participant per day of training programme .

#### **AUTHORITIES.**

The Project /Work shall be executed by DWSM under the supervision of ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY)/SWSM.

### **3. COMMUNICATION BETWEEN THE DEPARTMENT AND THE AGENCYs.**

#### **ADDRESSES FOR NOTICES**

Notices with legal and contractual issues shall be addressed to the Additional Chief Engineer (Support Activity), PHED, Jaipur office. Notices with technical issues shall be addressed to the respective Engineer in Charge.

Any notice given by the Bidder to the Additional Chief Engineer (Support Activity) under the terms of the Contract shall be sent by post, courier, or fax to or submitted in person to the receipt clerk and having obtained a receipt thereof in the office of the Additional Chief Engineer (Support Activity) only or the addresses as he shall indicate for this purpose only. All certificates, notices or instructions to be given to the Bidder by the Additional Chief Engineer (Support Activity), PHED, Jaipur under the terms of the Contract shall be sent by post, courier, or fax or left at the AGENCYs' principal address or the address as the Bidder shall indicate for this purpose only.

### **4. STAFF OF THE AGENCY**

The Bidder shall employ for the execution of the Work only such persons as are skilled and experienced in all activities required for the completion of the Work.

The Additional Chief Engineer (Support Activity) shall be at liberty to object and require the Bidder to remove from the Work any person who in the opinion of the Additional

Chief Engineer (Support Activity) misconduct himself or is incompetent or negligent in the proper performance of his duties. Such person shall not be again employed without permission of the Additional Chief Engineer (Support Activity).

The Bidder shall at all times during progress of the Work take all requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst the workers and other persons employed on the Works and for the preservation of peace and protection of the inhabitants and the security of property in the neighbourhood of the Work.

The Bidder shall, if required by the Additional Chief Engineer (Support Activity), deliver to him a return in detail in such form and at such intervals as the Additional Chief Engineer (Support Activity) may prescribe, showing the supervisors and labour employed by the Bidder for work. The Bidder shall make his own suitable arrangements for lodging and boarding of his, labour and supervisors. The Bidder shall issue Identity Card to each of his staff employed at the scheme.

## **5. AGENCY'S SUPERVISION**

The supervision will be done by the concerned SE, PHED / DWSM.

## **6. PRICE VARIATION**

**No Price Variation on any account will be applicable.**

## **7. ACCIDENT OR INJURY TO BIDDER EMPLOYEES**

The department shall not be liable for, or in respect of any damages or compensation payable by law in respect of, or in consequence of any accident or injury to any person in the employment of the Bidder and the Bidder shall indemnify and save harmless the department against all such damages and compensation and against all action, suits, claim, costs or expenses arising therefore. The Bidder shall ensure against such liabilities and shall continue such insurance during the whole of the time that any persons are employed by him on works.

## **8. RULES AND REGULATIONS APPLICABLE ON STAFF ENGAGED BY AGENCYS.**

Staff engaged for entire operation/maintenance etc. shall have to be in accordance with the rules and regulations laid down by the ministry of Labour Welfare Govt. of India. The wages and other essential amenities, group insurance, compensation etc. shall be paid/allowed as per Govt. rules and expenditure on this account shall be AGENCYs' responsibility. The necessary registration under labour rules shall be mandatory. Any sort of compensation due to loss of life/retrenchment, accident etc. shall be borne by the AGENCY the department shall not bear any liability of labour, as it is the entire responsibility of AGENCY He will be employer under labour/factory act 1948 etc. and department is only concerned with O & M through this contract. The Bidder is liable for engaging sufficient skilled staff as directed by ADDITIONAL CHIEF ENGINEER (SUPPORT ACTIVITY).

## **9. PERIOD OF CONTRACT.**

The selected KRCs are to be engaged for a duration of **four Months**.

## **10. DEDUCTION AND RECOVERIES.**

### **STATUTORY DEDUCTIONS:**

The Performance Security @ **2.5%** 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 Bid Security deposited shall be however, be adjusted while deducting Performance Security from running bill of the AGENCY. There will be no maximum limit of Performance Security.

The liability of all taxes including Royalties, Duties, Octroi, and Toll Taxes etc., whatever applicable will be the liability of AGENCY. However, statutory deductions of Income Tax, Sales Tax, Royalty etc. will be made from all Running/Final Bill as per prevalent rules in force.

- 11.** Provision of finance department G&T. The following provision will be applicable as per the Circular number F.1 (8) VIT/ SAVILENI/20111 Dated 04.02.2013.

- **Annex- A**
- **Annex- B**
- **Annex- C**
- **Annex- D**

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

Any person participating in a procurement process shall:-

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

### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

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

## **Annexure B: Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

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

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

Date:

Place:

Signature of bidder:

Name :

Designation:

Address:

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is.....

The designation and address of the Second Appellate Authority is .....

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**FORM No. 1**

[See rule 83]

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

Appeal No..... of.....

Before the..... (First/ Second Appellate Authority)

1. Particulars of appellant:

(i). Name of the appellant: .....

(ii). Official address, if any: .....

(iii). Residential address: .....

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

(i.) .....

(ii.) .....

(iii.) .....

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

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

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

6. Grounds of appeal:

.....

.....

.....(Supported by an affidavit)

7. Prayer

.....

.....

.....

Place

Date

Appellant's Signature

**Additional Chief Engineer  
(Support Activity), PHED, Jaipur**



## **Annexure D: Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

### **2. Procuring Entity's Right to Vary Quantities (As per RTPP Rule 73)**

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document, it shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. if the Procuring Entity does not procure any Subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract,
- iii. In case of Procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the procuring Entity shall be free to arrange from the balance supply by limiting Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

### **3. Dividing quantities among more than one Bidder at the time of award (As per RTPP Rule 74)**

As a general rule the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered

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

## 12. Payment Terms and Schedule

### Payment Schedule:-

KRC after successfully completing their assigned training assignments/tasks for 'Level-3 1-day non- residential trainings' in the allotted districts and complied all reporting and monitoring formats has to raise training invoice/fee/bill along with submission of deliverables as per the scope of work mentioned in this bid document to the concerned Superintending Engineer (SE) of the district for making their payments. Advance payment to the KRCs for conducting the L-3 training work will not be made in any condition.

The bills of all the trainings shall be verified by District Level Committee nominated by SE comprising following members:

1. EE/AE posted in SE, District Circle.
2. AO/AAO posted in SE, District Circle
3. EE of concerned Division.

After successful completion of the trainings in the allotted Districts (including specified deliverables submitted in SE office), Payments, would be made by Additional Chief Engineer (Support Activity) after receiving duly verified bill from District Level Committee along with the certificate for release of payment to KRC from SE concerned in the following format.

### Certificate for Release of Payment to the KRC

It is certified that the bill raised and submitted by the KRC \_\_\_\_\_ ( Name of Agency) working in the district for Rs. \_\_\_\_\_ lakhs has been reviewed and examined as per the terms and conditions of the Contract Agreement and has been verified by the undersigned. Notwithstanding above, following is certified for the release of payment to the agency:

1. 100% verification of the trainings has been done by the District level committee.
2. Videography/ five photographs of activities with latitude & longitude has been has been ensured received in this office.
3. 10% training has been witnessed by the undersigned.
4. All the required data/deliverables as per scope of work have been submitted by the agency in this office in digitised format/hard copy.
5. The compensation for delay is calculated for each phase of the work as specified in the scope of work and accordingly Rs. \_\_\_\_\_ may be levied in this bill. (As per detail enclosed)

**Superintending Engineer**  
**PHED, Circle\_\_\_\_\_**

### **NOTE:-**

1. The work means completion of activities as per the scope of the work.
2. In case of any item missing in the completion of the activity then the double deduction of such item will be deducted as per the rate analysis mentioned in the scope of the work.
3. The video/Photographs will be taken at training place with latitude and longitude.
4. The payment to the KRCs will be made as per the conditions of the Tender Document.
5. The payment includes all the taxes applicable. Taxes will not be paid extra in any case.
6. The KRC will provide all the data in hard copy as well as digitized format in the concerned SE office for payment of the work.

### **13. Other Conditions**

The selected organisation/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.

Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the selected organisation/ selected bidder, and the purchaser has accepted it

The currency or currencies in which payments shall be made to the selected organisation/ selected bidder under this Contract shall be Indian Rupees (INR) only.

All remittance charges will be borne by the selected organisation/ selected bidder.

In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

### **14. Roles and Responsibility of Stakeholders**

S. No	Name of the Agency	Role
1	PHED	<ul style="list-style-type: none"> <li>• Selection of KRC.</li> <li>• Overall Monitoring and Supervision of the Activities of the KRC's as per the JJM Guidelines.</li> <li>• Payments to KRCs on receipt of duly verified bill from District Level Committee along with the certificate for release of payment to KRC from SE concerned.</li> </ul>

2	SE, PHED, District Circle	<ul style="list-style-type: none"> <li>• Nodal Officer for the trainings at District Level.</li> <li>• Finalization of list of participants</li> <li>• Coordinator for the meeting of different Stakeholders for implementation of the trainings.</li> <li>• Will verify the activities performed by the KRCs.</li> </ul>
3	CE,JJM,PHED	<ul style="list-style-type: none"> <li>• Overall-in-Charge of the project through the Additional Chief Engineer (Support Activity) Jaipur.</li> </ul>

## 15. Appeal System

18.1 **First Appeal** : Special Secretary/Joint Secretary, PHED, GoR.

18.2 **Second Appeal** : Additional Chief Secretary/Principal Secretary, PHED, GoR.

## 16. Period of award of the work:-

The selected KRCs are to be engaged for duration of four months.

## 17. Reporting Mechanism

After completion of training programme, KRC will submit training reports and all the documents along with the Bills for the payment to the concern district SE, PHED.

The verified bills will be submitted to SE, PHED every month for payment.

All the training modules and schedules will be finalized at the level of Additional Chief Engineer (Support Activity), PHED, Jaipur.

The monthly coordination and convergence meeting will be organized at the level of SE, PHED/DWSM/SWSM .

## 18. Compensation of Delay

The calculation of compensation for delay shall be done for each work order.

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the bidder and shall be reckoned from the 10<sup>th</sup> day after the date of written order to commence the work.

If the successful bidder does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of the Bid Security and Performance Security. Besides, appropriate action may be taken by the authority of issuing work order.

To ensure good progress during the execution of the work, the agency of executing work shall be bound, in all cases and in all phases in which the time allowed for any work as per scope of work specified in TD, exceeds time of 1/4<sup>th</sup> of phase to complete 1/8<sup>th</sup> of the whole of the work of that phase, 3/8<sup>th</sup> of the work before ½ of such time has elapsed, 3/4<sup>th</sup> of the work before 3/4<sup>th</sup> of the time has elapsed and whole of the work

before full time of phase elapsed.

If the agency 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 agency/NGO, the agency/NGO shall be liable to pay compensation to the authority at every time span of concerning phase work as below:

1.	Time span of stipulated period of individual phase	1/4 <sup>th</sup> (---Days)	1/2 <sup>th</sup> (---Days)	3/4 <sup>th</sup> (---Days)	Full (---Days)
2.	Work to be completed in terms of money.	1/8 <sup>th</sup> (Rs-----)	3/8 <sup>th</sup> (Rs-----)	3/4 <sup>th</sup> (Rs-----)	Full (Rs-----)
3.	Compensation payable by the agency of executing work for delay attributable to agency at that stage of:	2.5% of work remained unexecuted	5% of work remained unexecuted	7.5% of work remained unexecuted	10% of work remained unexecuted

**Note:-**

1. The compensation for delay is to be calculated for each work order as specified in the scope of work.
2. However, if the work is completed subsequently within the stipulated time period, then compensation as deducted shall be adjusted accordingly.

## 19. GST and Other Taxes

The Bidder shall be deemed to have allowed in his price, provision for all the required work as specified in scope of work, Salary and Wages of Staff, Administrative Expenses including GST and all other taxes.

## 20. Rejection of bids

Any police case/ investigation pending pertaining to theft or corruption due to fraudulent practices by the NGO/ agencies will result in the rejection of NGO/ agencies bids.

## **SECTION – 4**

### **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

## SCOPE OF WORK

Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)

### 1. Introduction

Jal Jeevan Mission (JJM) has been launched by the Hon'ble Prime Minister of India, on 15<sup>th</sup> August, 2019, from the ramparts of the Red Fort. The mission, under implementation, in partnership with the States, aims to enable every household in villages to have Functional Household Tap Connection (FHTC) in the next 5 years. It is envisaged that with FHTC, each household will have potable water supply in adequate quantity (at least 55 lpcd) of prescribed quality (as per BIS 10500:2012) on regular and long-term basis. To implement the mission, institutional arrangements at various levels have been made and State's PHE/ RWS Departments are to play a critical role. They have to help Gram Panchayat (GP) and/ or its sub-committee to plan, implement, manage, operate and maintain its in-village water supply systems. A sense of ownership has to be instilled in the village community as they are at the centre of this mission. This will require the current programme implementation structure to transform from infrastructure development to 'utility-based' approach, with strategic shift in focus from water supply 'infrastructure creation' to 'service delivery'.

JJM is implemented through institutional mechanism at four levels, viz. National Jal Jeevan Mission (NJJM) at national level; State Water and Sanitation Mission (SWSM) at state level; District Water and Sanitation Mission (DWSM) at district level; and GP/ Sub-committee of GP, i.e. Village Water and Sanitation Committee (VWSC)/ Paani Samiti/ User Group, etc. In consonance with the 73<sup>rd</sup> Amendment of the Constitution, GP and/ or its sub-committee, i.e. VWSC/ Paani Samiti/ User Group, etc. are to plan, implement, manage, operate and maintain in-village water supply systems. Decentralized, demand-driven, community-managed implementation of the programme will instill 'sense of ownership' among the local community, develop responsible and responsive leadership at grass root level, create an environment of trust and bring in transparency leading to better implementation and long-term sustainability and proper operation and maintenance of water supply systems.

To achieve the vision of JJM, it is required to re-orient both public health engineering and other non-engineering stakeholders. The people managing the water supply services at all levels, i.e. village, GP, district and State, need to be provided with training and leadership programmes so as to enable them to discharge their role in managing the public utilities for assured quality services. The programmes are to be customized to suit different levels covering various technical, managerial and leadership aspects. JJM offers a platform and huge potential to generate the future leadership in water sector through such capacity building/ change management programmes.



## 2. Vision of Jal Jeevan Mission

Every rural household has potable drinking water supply in adequate quantity of prescribed quality on regular and long-term basis at affordable service delivery charges leading to improvement in living standards of rural communities.

## 3. Mission of Jal Jeevan Mission

Jal Jeevan Mission is to assist, empower and facilitate:

- i.) States/ UTs in planning of participatory rural water supply strategy for ensuring potable drinking water security on long-term basis to every rural household and public institution, viz. GP building, School, anganwadis, health institutions etc.;
- ii.) States/ UTs for creation of water supply infrastructure so that every rural household has Functional Household Tap Connection (FHTC) by 2024 and water in adequate quantity (55 lpcd) of prescribed quality (BIS 10500:2012) is made available on regular basis;
- iii.) States/ UTs to plan for their drinking water security;
- iv.) GPs/ rural communities to plan, implement, manage, own, operate and maintain their own in-village water supply systems;
- v.) States/ UTs to develop robust institutions having focus on service delivery and financial sustainability of the sector by promoting utility approach;
- vi.) capacity building of the stakeholders and create awareness in community on significance of water for improvement in quality of life;
- vii.) in making provision and mobilization of financial assistance to States/ UTs for implementation of the mission.

## 4. Objectives of Jal Jeevan Mission

The broad objectives of the Mission are:

- i.) to provide FHTC to every rural household;
- ii.) to prioritize provision of FHTCs in quality-affected areas, aspirational districts, villages in drought prone and desert areas, Sansad Adarsh Gram Yojana (SAGY) villages, etc.;
- iii.) to provide functional tap connection to schools, anganwadi centres, GP buildings, health centres, wellness centres and community buildings;
- iv.) to monitor functionality of tap connections;
- v.) to promote and ensure voluntary ownership among local community by way of contribution in cash, kind and/ or labour and voluntary labour (shramdaan);
- vi.) to assist in ensuring sustainability of water supply system, i.e. water source, water supply infrastructure, and funds for regular O&M;
- vii.) to empower and develop human resource in the sector such that the demands of construction, plumbing, electrical, water quality management, water treatment, catchment protection, O&M, etc. are taken care of in short and long term; and
- viii.) to bring awareness on various aspects and significance of safe drinking water and involvement of stakeholders in manner that make water everyone's business.

## 5. Components under Jal Jeevan Mission

The following components are supported under JJM:

- i.) development of in-village piped water supply infrastructure to provide tap water connection to every rural household;
- ii.) development of reliable drinking water sources and/ or augmentation of existing sources to provide long-term sustainability of water supply system;
- iii.) wherever necessary, bulk water transfer, treatment plants and distribution network to cater to every rural household;
- iv.) technological interventions for removal of contaminants where water quality is an issue;
- iv.) retrofitting of completed and ongoing schemes to provide FHTCs at minimum service level of 55 lpcd; vi.) grey-water management;
- vii.) support activities, i.e. IEC, HRD, training, development of utilities, water quality laboratories, water quality testing & surveillance, R&D, knowledge centre, capacity building of communities, etc.; and
- viii.) any other unforeseen challenges/ issues emerging due to natural disasters/ calamities which affect the goal of FHTC to every household by 2024, as per guidelines of Ministry of Finance on Flexi Funds.

## 6. Capacity Building by Key Resource Centres: Objectives of KRCs

The essence of the National Jal Jeevan Mission is “Building Partnerships and Changing Lives”. Partnership for knowledge-building have been envisaged with Government/ Non-Government institution including universities/ deemed universities/ administrative/ management/ engineering institutions/ training institutions, etc. of repute that would function as Key Resource Centres (KRCs). These institutions would be engaged for capacity building, reorientation of different stakeholders, dissemination of knowledge and information, development of high-quality print and audio-visual content, documentation of best practices, etc. to transform the eco-system of drinking water supply sector. KRCs are expected to partner with NJJM to usher in the 'change management' in the sector so as to provide and sustain viable and functional water supply systems on a long-term and assured basis.

The key objectives of KRCs are as follows:

- i.) rapidly upscale the capacity building processes and methods using full potential of virtual space;
- ii.) design, develop and implement capacity building programmes for creating new generations of 'responsible and responsive leadership' in water sector at multiple levels, covering the following groups:
  - a.) engineers for development of socio-managerial skills and technical knowledge enhancement to manage public utilities;

- b.) representatives of local bodies for enhanced understanding of all aspects of water including appreciation of its economic values and centrality in the socio-economic development. Developing leadership for water safety and security, motivate and equip them with required soft skills to manage, operate and maintain water supply system;
  - c.) Community Based Organizations (CBOs) or Implementation Support Agencies (ISAs) for working to achieve the goal set by JJM including social development using Participatory Rural Appraisal tools for social mapping, water resource mapping, social auditing and similar tools.
- iii.) facilitate participants to gain insights, enhance their knowledge, further developing soft-skills, and awareness about new practices;
  - iv.) stimulate cross learning about latest technologies, innovations and best management practices in the water sector by organizing field exposure visits for key personnel involved in planning and execution;
  - v.) development of high-quality video and audio reading and learning material to not only make text-centric content more readable, digestible, and memorable, but also to craft compelling messages, related to water sector, that speak volumes;
  - vi.) document case studies, success stories and best practices in the sector for wider dissemination, and;
  - vii.) promote accelerated implementation 'on scale and with speed' by enabling appreciation of professional requirements as well as sensitization to socio-economic, technological environment.

## 7. Functions of KRCs

Functions of KRCs are as follows:

- i.) The KRCs will design course/ study material (high quality audio, video and printed), develop and deliver end-to-end high-quality capacity building programs, including lectures, discussions, interactive activities/ games/ exercises, and course-work.
- ii.) conduct training and capacity building of national and state stakeholders in view of current needs and challenges under JJM, water quality monitoring and surveillance, water and energy audit, operation and maintenance, use of hydro-geo-morphological maps, automation and source sustainability, use of solar energy, monitoring and evaluation, etc.;
- iii.) build capacity of different stakeholders to implement appropriate and cost-effective technologies that promote community participation and source sustainability;
- iv.) provide knowledge support to the stakeholders on the latest innovations, tools and best practices that promote effective and efficient delivery of services and monitoring;
- v.) raise awareness and understanding of the JJM by capacity building of DWSM, GPs/ VWSCs or Paani Samiti members, representatives of PRIs, NGOs, Self Help Groups engaged as ISAs, school functionaries, health workers and other stakeholders;
- vii.) update training content periodically based on feedback obtained from trainees and new developments in the sector;

As the success of the JJM is associated to motivate and built the capacity of GPs and the community, it is critical to strengthen the capacities of the Village/GP level stakeholders/field functionaries regarding their role and responsibility in JJM for its planning process, and making informed choices about technology options, scheme execution, O&M for effective service delivery and long-term sustainability. For building the capacity of the GP level stakeholders of the state, the Ministry of Jal Shakti, GoI, has appointed Government /Non-Government institutions including universities/administrative/management/engineeringinstitutions/ training institutions of repute that would function as Key Resource Centres (KRCs).

With the coming into effect of JJM guidelines, a necessity has been felt to identify KRCs to carry out the said tasks. As part of this, state has taken an initiative to roll-out capacity building programme for the grass-root level field functionaries and stakeholders of JJM, with the support of GoI's empanelled Level – 3 (L-3) KRCs in Rajasthan State. Accordingly, state has planned and initiated to implement a 1-day non-residential L-3 KRC training programme at district/block level where in a phase wise manner all the identified block level stakeholders, Gram Panchayat officials/PRIs and ISA's/DPMU field staffs and other GP level stakeholders etc. are being trained under JJM, Rajasthan.

## **8. About KRC:**

KRC is an institution engaged across more than one state in capacity building, reorientation of different stake holders, disseminating knowledge and information, documenting best practices, etc. to achieve the objective of Jal Jeevan Mission. Key responsibilities of KRC are as follows:

- The Level – 3 KRCs have to design/re-design the session wise course material in Hindi language that consists of high-quality audio, video and printed reading materials/documents.
- In coordination with state and district – selected KRC has to conduct 1-day non-residential Training & Capacity Building programme for the field functionaries in the view of current need of the district and state and deliver end-to-end high-quality training.
- Strengthening the skill sets of different stakeholders on – to implement appropriate & cost-effective technological options available in the water sector and promote community participation to ensure long term O&M and Source sustainability.
- Raise awareness and understanding of village & GP level stakeholders on the latest innovations, tools and best practices in the water sector that promote effective & efficient service delivery and strengthen its monitoring.
- Upgrade knowledge, skill and attitude of PRIs and other stakeholders on different tools and techniques of Inter-personal communication (IPC), Group Communication and triggering methods that are focused on water conservation, Source sustainability, Community Contribution and O&M.
- Enhance knowledge and skills about convergence with other similar programmes;

## **9. Level– 3KRCs&KRCTrainings under JJM Rajasthan:**

National Jal Jeevan Mission has empanelled 104 KRCs to undertake capacity building activities of all key stakeholders at three (03) levels. Where, Level – 1 is for Senior Management Level Officers, Level – 2 is for Middle Management Level Officers and Level–3 is for Community Level. There are 21 KRCs empanelled for Level– 3 (that is at

CommunityLevel) for the State of Rajasthan.

For the financial year 2022-23, National Jal Jeevan Mission (NJJM) has instructed vide letter no. - W-11016/18/2021-JJM-V-DDWS-Part (2) dated 31<sup>st</sup> May, 2022; to all states to engage L-3 KRCs directly by the states & UTs for their capacity building activities and could utilize 5% Support fund of JJM allotted to the states. In line with this, PHED-Rajasthan has initiated its capacity building interventions and extended the Level – 3 KRCs support for the state for FY 2022-23. For this financial year, PHED-Rajasthan has planned to conduct around 300 batches of 1 Days non-residential L-3 Training (around 10 batches per districts) and targeted to train at least 18000 field functionaries of all 33 districts of the state. To achieve this objective, JJM Rajasthan has invited bids from 21 centrally empanelled L-3 KRCs for state of Rajasthan for rolling-out district/block level field-trainings. The selected KRC have to 1 day non-residential training plan that has to be submitted to Additional Chief Engineer (Support Activity), PHED, Jaipur office; for getting the final approval to conduct the proposed training in the districts & upload it on NJJM dashboard.

#### 10. Objective of Level-3KRC Training:

To motivate and built the capacity of GP/village/Block level stakeholders, representatives/ Field staff of ISAs, DPMU key persons, PRI members, ANM, Asha/ Aaganwadi Workers, School Teachers, and other active community members regarding their role and responsibilities in planning and implementation of In-village Water Supply System and other village level interventions of JJM. Also, enhance the understanding of PRIs and ISAs for planning and implementation of JJM interventions that must be focused on–

- a) Collection of Community contribution,
- b) Quality of water supply construction works
- c) Source strengthening
- d) Grey-water management, and
- e) Operation and maintenance of water supply scheme.

To motivate and enable Sarpanches, Panchayats Secretaries , and community leaders to take an **active leadership role in achieving the above objectives** in a participatory manner that ensure long-term sustainability.

#### 11. Target Group:

Key stakeholders at Block level, representatives/ Field staff of ISAs, DPMU key persons, PRI members, ANM, Asha/ Aaganwadi Workers, School Teachers, and other active community members could be targeted for this 1-days non residential L-3 KRC Training. These trainers and Master Trainers are key functionaries for cascading the training to the rest untrained PRI members & other JJM field functionaries. The training batch size should not exceed to 60 Participants.

#### 12. Training Approach:

Public Health Engineering Department (PHED), Rajasthan has invited bid from L–3 KRCs empanelled for state of Rajasthan from GoI, to build the capacity of GP/Village/Block level stake holders and field-functionaries, representatives/ Field staff of ISAs, DPMU key persons, PRI members, ANM, Asha/ Aaganwadi Workers, School Teachers, and other active

community members through conducting a 1-day non-residential training programmes across the state that promote community participation to take lead role in service delivery and ensuring long-term sustainable O&M for In-village water supply scheme managed by village community.

For this, selected KRC will impart L-3 KRC training at district/block level. Identification of trainees/participants shall be done in coordination with DWSM/ Superintending Engineer, PHED, District Circle of the concerning District. Batch formation (minimum batch size would be 60 participants) & categorization, Participant's nomination should be sought for twice the minimum number of trainees for any L-3 training programme so as to take care of drop-outs and ensure participation of at least the minimum number of trainees.

KRC has to prepare a Training Plan (TP) along with training calendar for allotted districts. Once the Training Plan has been developed, it has to be submitted to the PHED for getting the approval from competent level to initiate the planned L-3 KRC training in the district. Without getting the TP's approval from the state, training shouldn't be initiated in the district by the KRCs. No payments will be made either by district or state for such unauthorized L-3 trainings. After getting the approval of L-3 Training Plan, KRC shall have to update/upload it on the National Jal Jeevan Mission (NJJM)'s Training Web-Portal/Dashboard(<https://ejalshakti.gov.in/krc>).

To ensure the effective outcome of the training, the KRCs have to forward a copy of the training outline of course contents well in advance to the participants and request them to come prepared for sharing their experience through making presentation or in interactions. KRC must ensure that the session wise training materials prepared are circulated among the participants are of standardized and high quality.

More thrust should be given on interactive and participatory approach, experience sharing, peer learning and techniques like brainstorming sessions among the participants than on the lecture methodology. Active participation of participants should be ensured by encouraging them to raise their doubts, make observation and comments. 100% Presence of the participants must be ensured by the Resource person of the KRCs.

KRCs have to ensure minimum 2 renowned and well experienced persons as resource persons and minimum 1 Training Assistant/Facilitators/Support staffs per Training/Batch. There could be a mixture of internal and external resource persons .

### 13. Contextualization of Training Sessions:

As we know that the participants in the training programme will be coming from diverse local conditions like geography, demography, geology etc. Since JJM is half way through its implementation, different villages are at different stages of the project cycle – 1. Planning, 2. Implementation and 3. O&M of water supply schemes.

For rolling-out the effective L-3 KRC training in the state and for ensuring the quality learning of the participants, the training programme needs to be contextualized as the need basis, specifically to address the local conditions and project implementation stage of villages in JJM project cycle.

The villages are at different stages of the project cycle. To make this 1day non-residential training more worthwhile and to respond their needs in each stage, certain topics and sessions need to be emphasized to enhance appropriateness of the trainings. The villages can be divided into following categories:

- Category1–** GPs **initiating work** under JJM programme
- Category2–** GPs in **implementation stage** of the programme: **VAPs and DPRs have been completed**
- Category3–** GPs in **commissioning and O&M stage or “Har Ghar Jal Villages”**: implementation is in the final stage or it is completed and schemes are commissioned

During the L-3 KRC training programmes, concerned Superintending Engineer shall ensure that the category wise participants selection has been done from the villages which are more or less in a similar stage of project cycle and accordingly batch formation has been done. Also, best GP’s sarpanch/member of the district can be invited for experience sharing and for effective knowledge sharing. KRC’s Nodal officer or the facilitators of the training programme have to coordinate with the district officials for ensuring the necessary arrangements and support.

### 14. Logistic arrangements for the training:

- 1) Total number of participants per batch should be maximum up to 60 (participants more than should strictly avoided)
  - 2) Training Venue/Hall:
    - ❖ Hall should have comfortable seating arrangement for minimum 60 participants + 10 people
    - ❖ Seating arrangement should be in cluster pattern, round table, movable
- Following electronic Aids need to be ensured by KRC’s nodal officer before the training
- a) Laptop with windows 10 or equivalent compatible operating system, VLC media player and updated Anti-virus software
  - b) Audio system: 2 cordless mics, 1 Lapel/Collar Mike
  - c) LCD projector with screen
  - d) Slide changer with pointer
  - e) An extension boards
  - f) Speaker
- 3) Drinking water shall be made available to participants in the training hall,
  - 4) KRC will ensure working lunch and two time tea/coffee arrangement for participants during the training programme.

5) KRC's-Support staffs(minimum1)

- ❖ 1 support person must be available at the training hall throughout the training program.

6) Stationery

- ❖ Stationery, white board and related material has to be arranged one day before of the training program. KRCs have to ensure that the suggested list of materials will be available before the training starts.

**15.Training material-Aids and other requirements at training venue:**

**Materials required at Venue**

Particulars	Details	Numbers/remarks
<b>Seating arrangement</b>	Round tables and chairs inform of cluster seating arrangement; if possible	As per number of participants
<b>For Inauguration (Optional)</b>	Lamp, Candle, match box and Kapur (Camphor) Bouquet-(As per no. of dignitaries)	On1 <sup>st</sup> day-before inauguration, as per district/state protocol
<b>Training aids for training facilitation</b>	Pens	Number of participants+05
	Folders/Bags	Number of participants+05
	Notepads	Number of participants+05
	Light colour chart papers (white, blue, pink, yellow)	40No.(10 each colour)
	White Board Clips (Big size)	4No.
	White papers A4 size	50Pages
	Sketch pens	4sets
	Permanent board markers(Black, Red, Blue, green)	8No.(2eachColour)
	White board markers(Black, Red, Blue, green)	Total8(2 each)
	Both side tape	1 (Large Size)
	Sanitizer	As required
	Surgical Mask (if required)	100No.
	Oximeter	1
	Thermometer	1
<b>Please ensure these items are available at training venue</b>	Training Banner	1
	Duster	1
	Multipinextensionboard	1
	Microphonewithstand,cordlessandc ollarmike	1 each
	Laptopwithspeaker	1
	LCDprojectorwithscreen	1
	Slidechangerwith pointer	1

**16.Training Methods:**

It has been suggested that KRC have to follow the participatory and interactive training methodologies for delivering different sessions of 1-Days Non-Residential L -3 KRC Training programme that has to be held at GP/Block/District level where the identified field functionaries & GP level stakeholders will be trained. As per the need and demand of district/state, KRCs have to adopt the specific or mix of suggested training methods for each session of the L-3Training.



Methods for class room sessions
Presentations(PPTs)& Interactive lectures
Group discussion & Mock simulation
Role plays
Screening of films & Experience sharing
Case Study Analysis
Question and answers

## 17. Thematic Areas

The required thematic areas of expertise of KRCs must include but not limited to the criteria given below

### Level-3: Community Level

#### Target group

Elected Panchayati Raj Institution (PRI) Members, Gram Panchayat (GP) Officials, , Members of Implementation Support Agencies (ISAs),DPMUs etc.

#### Indicative list of thematic areas

##### A. Water Resource Planning and Project Management:

- i.) Planning at village level;
- ii.) Village level and habitation level water resources planning and management;
- iii.) Preparing Village Action Plans;
- iv.) Participatory Rural Appraisal (PRA) tools for integrated water resource mapping, transect walks, water budgeting, etc.

##### B. Water Quality and O&M of water supply systems:

- i.) Water quality testing at village level (use of FTKs);
- ii.) Implications of poor water quality on human health;
- iii.) O&M of water supply systems and user charges.

##### C. Micro level leadership, soft skills and learning exchange

- i.) GP level leadership development and utility reforms;
- ii.) Community engagement tools and techniques;
- iii.) Exposure visits in villages of other districts/ States;
- iv.) Social Audit.

## 18. Major topics to be covered during the L-3 KRC Training:

Classroom Sessions		
A. Preparatory Phase	B. Planning Phase	C. Implementation Phase
Importance of safe water and Hygiene	Community participation	
Introducing JJM- opportunities for GP		Overseeing of water supply infrastructure during Construction by community
Importance of community engagement & mobilization with Focus on gender and equity	Village Action Plan	
Roles, and responsibilities of all stakeholders in planning and implementation		Post-implementation monitoring including IEC
Enabling Environment– development of responsible & responsive leadership	Planning and design	GP as a Utility for decentralized management of Drinking water systems
Information Education Communication (IEC) for key stakeholders		Har Ghar Jal Village declaration protocol
Water quality monitoring and surveillance	Implementation Field demonstration – engagement processes	

## 19. Key Activities to be Performed by KRCs:

State has listed some important key activities that KRC has to accomplish for rolling-out effective L-3 KRC training successfully in the allotted districts. These key activities & sub-activities are stated as follows:

- (i) KRCs have to **create a list of potential trainees with the coordination of DWSM/Superintending Engineer, PHED & Member Secretary DWSM** (of same category as suggested – for villages belongs to which stage of project life cycle; that may belong to either one of these Category 1, 2 or 3) as per the **format suggested in Table – 1**. Hence, it has been suggested that the **minimum number of participants per batch shouldn't be less than 60**.

TABLE– 1: Potential Participants List Format for Category– 1or2or3 (Category wise)							
Basic Information about the Participants for Level – 3 KRC Training,							District's Name: - .....
Trainee's Name	Father's Name	Mobile No.	Gender	Village's Name	GP Name	Block's Name	Category of Participants/ Trainee (Block Level Stakeholder, ISA,DPMU,GP Member, Sarpanch/Up-Sarpanch,ANM,Asha/Aaganwadi Worker, School Teacher or Others)

- (ii) Based on the training need, **necessary training manuals, reading- materials and the training documents has to be designed/re-designed in English/ Hindi language** – specifically as per the need of the listed participants and share it in the form of **Training Kits (that consists of Bag, Pen, Writing-pad, training- outline and training manuals & Reading materials)** with the participants during the day-1's Registration & Inaugural session of level-3 KRC training.

**KRC have to share the training-outline, session wise training materials and manuals/documents with State – JJM office;** well in advance time of the scheduled training date (at least a week before –starting the Training programme in the allotted districts).

- (iii) The KRCs have to **prepare a Training Action Plan (TAP)** with details of all proposed activities. The KRC also have to prepare a training calendar – as per the no of batches allotted them; to conduct level-3 KRC training in the districts and the same has to be **uploaded/updated on the National Jal Jeevan Mission (NJJM) Training Portal/Dashboard(<https://ejalshakti.gov.in/krc>)**.

TABLE– 2: Training Action Plan										
1-Day Non-Residential Level–3KRC Training										
District's Name: -.....										
S. No.	Name of Training Programme	Proposed Training Date	Total no. of Days	Total No. of Trainees Identified	Batch Type (Category – 1 or2 or3)	Training Topic/ Subject	No. of Trainers engaged	No. of Support Staffs	Training Venue	Remarks
1										
2										
3										

- (iv) The KRCs have to coordinate with the concerned district SE/EE,PHED, participants and district authorities for their planned Level-3 KRC training and all the **necessary arrangements** for the participants.

KRCs also have to ensure the proper arrangement of Training venue, appropriate sitting arrangements along with Training Banner & Posters, Printing & Dissemination of **Registration & Attendance-sheet** in the prescribed format as per **Table –3 & 4,**

TABLE– 3: Registration sheet Format								Dated:-	
List of Participants attended Level–3 KRC Training						Venue:- .....		District's Name:-	
S. No.	Trainee's Name	Fathers' Name	Designation	Mobile No.	Gender (M/F)	Village's Name	GP Name	Signature	Trainer's Remarks
1									
2									
3									

TABLE– 4: Attendance sheet Format						Dated:-.....		
List of Participants attended Level–3 KRC Training				Venue:-		District's Name: -		
Trainee's Name	Fathers' Name	Mobile No.	Gender (M/F)	Village's Name	GP Name	Signature		Trainer's Remarks

KRCs have to ensure the proper arrangement of Session wise Training-reading-materials/ modules in English/ Hindi' along with the required audio-visual tools for the participants. These reading-materials must be printed and disseminated by the KRC before starting the scheduled training sessions, so that the effectiveness and participants learning during the L-3 KRC Training could be ensured. KRCs must have to ensure the participative learning during the training programme through different group learning exercises and games that must be in simple language and easy to understand for the participants.

- (v) Level–3KRC Training modules & reading Materials designed by the KRC that must be a combination of – classroom instruction; practice opportunities such as role-playing exercises, group-work, case studies/knowledge sharing, or small group assignments; and delivery of paper-based hand-outs for individual reading and study.
- (vi) KRCs have to inform the participants about the venue of the training, and detailed schedule of the programme etc. The KRC also has to provide information about the contact person of the KRC for further communication with the participants.
- (vii) The KRCs have to get formal and structured feedback from their participants /trainees after completion of each training programme. The KRC has to submit an analytical report at

the end of each program along with attendance list. Short-fall in attendance, if any, also will be reported. Based on this feedback, the KRCs have to make necessary changes in the subsequent training modules/ materials and update the training content periodically.

- (viii) KRCs have to submit all the necessary Training Documents both its Hard-Copy & Soft-Copy in a Pen-drive; wherein session wise Photographs, small video clips, including all the training-modules & reading materials, along with its Bill and Voucher for the smooth payment of training fees for all completed training programmes held at district level.

**(ix) Payments:**

KRC after successfully completing their assigned training assignments/tasks for 'Level-3 1-day non- residential trainings' in the allotted districts and complied all reporting and monitoring formats has to raise training invoice/fee/bill along with submission of deliverables as per the scope of work mentioned in this bid document to the concerned Superintending Engineer (SE) of the district for making their payments. Advance payment to the KRCs for conducting the L-3 training work will not be made in any condition.

The bills of all the trainings shall be verified by District Level Committee nominated by SE comprising following members:

1. EE/AE posted in SE, District Circle.
2. AO/AAO posted in SE, District Circle
3. EE of concerned Division.

After successful completion of the trainings in the allotted Districts (including specified deliverables submitted in SE office), Payments, would be made by Additional Chief Engineer (Support Activity), PHED, Jaipur after receiving duly verified bill from District Level Committee along with the certificate for release of payment to KRC from SE concerned in the following format.

### **Certificate for Release of Payment to the KRC**

It is certified that the bill raised and submitted by the KRC \_\_\_\_\_ ( Name of Agency) working in the district for Rs. \_\_\_\_\_ lakhs has been reviewed and examined as per the terms and conditions of the Contract Agreement and has been verified by the undersigned. Notwithstanding above, following is certified for the release of payment to the agency:

1. 100% verification of the trainings has been done by the District level committee.
2. Videography/ five photographs of activities with latitude & longitude has been has been ensured received in this office.
3. 10% training has been witnessed by the undersigned.
4. All the required data/deliverables as per scope of work have been submitted by the agency in this office in digitised format/hard copy.
5. The compensation for delay is calculated for each phase of the work as specified in the scope of work and accordingly Rs. \_\_\_\_\_ may be levied in this bill. (As per detail enclosed)

**Superintending Engineer**  
**PHED, Circle\_\_\_\_\_**

**(x) Monitoring Framework for the KRCs:**

It has been the obligation for the KRCs to demonstrate that training and other capacity building activities that has to be conducted in compliance with agreed rules and standards and to be reported fairly and accurately on performance results vis-à-vis mandated scope of work/Guidelines. This may require a careful even officially defensible demonstration that the entire functioning is consistent with the state norms and terms. Therefore, it is necessary to submit all the necessary training documents as said in the prescribed formats/reporting framework designed for level-3 KRC training programme. So that, the quality L-3 training program implementation has to be ensured at district level under JJM, Rajasthan. For this, state and district team will provide all the necessary support to the KRCs for smooth conduct of assigned L-3 training program in the allotted districts. KRCs also have to ensure their support and share all the necessary documents, reports to the district authority and their team; to monitor the 1-day non- residential L-3 training programme organised in the districts.

**Table–7: Training Completion Reporting Formats:**

TABLE–7: 1 Day Non-residential Training Completion Reports								Date:- .....			
1-Day Non-Residential Level–3 KRC Training								District’s Name:- .....			
S. No.	Name of Training Programme	Training Venue	Date of Training	Total No. Of days	Category of Participants/Trainees (Block level stake holder/ISA/DP MU/GP Member, Sarpanch/Up-Sarpanch, ANM/Asha/Aagawadi Worker, School Teacher or Others	No. of Trainers engaged	No. of Support Staffs	Total no of Participants		Outcomes	Remarks
								Enrolled	Trained		
1											
2											
3											

**(xi) Monitoring role of the district Teams:**

All the Superintending Engineers (SEs)/Nodal officers of the districts also have to ensure the quality monitoring of L-3 KRC training organized for their district. After successful completion of L-3 KRC training in the district, all SEs/Nodal officers of the districts have to ensure their physical & financial progress made under Training & Capacity Building component of JJM and do its entry into JJM-IMIS portal within a week of training completion date.

## **VOLUME-II**

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**GOVERNMENT OF RAJASTHAN  
PUBLIC HEALTH ENGINEERING DEPARTMENT**

**BID**

**(NIT No. 07 / 2022-23)**

**Rate Contract for the Year 2022-23**

**Community Level Trainings (Level-3) and Capacity Building  
Program through Key Resource Centres (KRCs)  
in all districts of Rajasthan under Jal Jeevan Mission (JJM)**

**VOLUME- II  
FINANCIAL BID**

**ESTIMATED COST  
Rs. 205.52 Lakh**

**Additional Chief Engineer (Support Activity)  
Public Health Engineering Department,  
Jaipur, Rajasthan  
ESTI Building, Behind KV-3, Jhalana Bypass, Jaipur  
Telephone no. 0141-2700491, fax no. 0141-2700481**



## **PREAMBLE TO PRICE SCHEDULES**

### **Price Schedule for Work**

1. The Contract is Item-Rate Contract on Rate Contract Basis for “Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM)”. The Bidder has to quote unit rate per village of the given district.
2. There are, however, several minor items not specifically mentioned in the break-up but shall be required to complete the works as per scope and specification of works stipulated in the tender document.
3. Items not specifically listed in this price breakup schedules but are required to be executed for satisfactory completion of work as specified in scope of work, will not be separately paid for by the Department when executed and shall be deemed to be covered in the prices quoted.
4. The Bidder is advised to examine all instructions, forms, terms, specifications and other information in the BID document and consider and evaluate fully the price implications therein contained before filling the Price Schedule.
5. The Bidder should acquaint himself with the site conditions including the access to work site. The successful Bidder shall have to make suitable access to work sites at his own cost.
6. The Bidder shall be deemed to have allowed in his price, provision for all the required work as specified in scope of work i.e. salary and wages of staff, administrative, expenses, Logistics etc., and all applicable taxes including GST. The rates/price quotes by the bidder shall be deemed to have included all required works/activities as specified in the BID document i.e., salary and wages of staff, administrative expenses and all applicable taxes etc., including GST.
7. It will be entirely at the discretion of the department to accept or reject the Bidder’s proposals without giving any reasons whatsoever. The Bidder must carefully go through the provisions laid down in the Bid Document for the likely reasons, which may lead to the rejection of BID and / or forfeiture of the Bid Security.

**Additional Chief Engineer  
(Support Activity),  
PHED, Jaipur**

**OFFICE OF THE ADDITIONAL CHIEF ENGINEER  
SUPPORT ACTIVITY, PHED, JAIPUR**

**BILL OF QUANTITIES (BOQ)**

**Name of Work:** Community Level Trainings (Level-3) and Capacity Building Program through Key Resource Centres (KRCs) in all districts of Rajasthan under Jal Jeevan Mission (JJM).  
**NIT No :** 07 / 2022-23

S. No	Particulars	Unit	Rate to be Quoted by the Bidder in Rs. (Including all Taxes, Levies etc.)		Total Amount (in Rs.)	
			In Figures	In Words	In Figures	In Words
1.	Conducting a 1-day non-residential trainings (Community Level Trainings Level-3) and Capacity Building Program for representatives/ Field staff of ISAs, DPMU key persons, PRI members, key stakeholders at block level and other active community members across the state as per the scope of work specified in the Bid Document.	Per Participant Per Day				

**Note: To be submitted in the available BOQ Format on eproc. rajasthan.gov.in Portal only.**

**Signature of the Bidder  
with Seal**

**Additional Chief Engineer  
Support Activity**