

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. 106, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA,
Jaipur- 302004 (Rajasthan)

Telephone: +91-141-2569696 e.mail: ravindramathur1@gmail.com

Bid No. JDA/EE(Pr.-II)/2017-18/D-37

Date :19-02-2018

NOTICE INVITING BID

NIB No. : EE-Project-II/02/2017-18

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer-Project-II, Jaipur Development Authority ➤ Address: Room No. 106, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur- 302004 (Rajasthan) ➤ Email:- ravindramathur1@gmail.com
Subject Matter of Procurement	➤ Outer Development of Rajasthan International Centre Near OTS Jaipur
Period of work	➤ 08 Months
Bid Procedure	➤ Single-stage Two part open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Estimated Procurement Cost	➤ INR Rs. 301.34 Lacs (Rupees Three crore one lacs Thirty Four thousand only)
Website for online Bid application and <u>payment</u> *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee online only. Bid Security Deposit, may be deposited online or through bank guarantee method in prescribed format. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR): 2% (Rs. 602680/-) of Estimated Procurement Cost (For A & AA class contractor registered in other department) ➤ Amount (INR): 0.5% (Rs. 150670/-) of Estimated Procurement Cost for Contractor registered in JDA & 1% for sick industries other than S.S.I. of Rajasthan whose cases are pending with Board of Industrial & Financial Reconstruction (BIFR). ➤ In case bidder opts to submit bid security through bank guarantee, the bank guarantee should valid up to 120 days from the date of opening of the bid.

Publishing Date on SPP Portal	➤ Start Date: 21/02/2018 at 9:30 AM onwards
Document Sale/Download/Bid Participation Amount Deposit Start Date on JDA Portal	➤ Start Date: 21/02/2018 at 9:30 AM onwards
Bid Submission Start Date on e Proc Portal of GOR	➤ Start Date: 21/02/2018 at 9:30 AM onwards
Document Sale/Download/Bid Participation Amount Deposit End Date on JDA Portal	➤ End Date: 23/03/2018 at 6.00 PM
Bid Submission End Date on e Proc Portal of GOR	➤ End Date 23/03/2018 at 6.00 PM
Physical Bank Guarantee (BG) Submission Start Date (In case bidder opts BG for Bid Security)	➤ Start Date: 26/03/2018 at 9:30 AM ➤ Place of physical BG submission: Nodal officer, Room No. MB-SF-225A of Main Building, JDA, Jaipur.
Physical Bank Guarantee (BG) Submission Closing Date	➤ Closing Date: 28/03/2018 upto 6:00 PM
**Bid Opening Date on e Proc Portal of GOR	➤ 02/04/2018 at 11.00 AM ➤ Room No. 106, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline.

- Jaipur development authority has decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below :-

- **Payment Options:**

- **Option-1: Bank Guarantee (BG) against EMD / Bid Security**

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

- **Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)**

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

- **Option-3: Payment Gateway (Aggregator)**

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

- **B. Bid Participation Receipt**

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.

In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

*The amount is to be deposited online by bidder online or through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754.

** There should be a gap of 3 working days BETWEEN End Date for Bid Applying, Online Payment & Bid Submission AND Bid opening date.

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoI T&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Executive Engineer (Project-II)
JDA, Jaipur

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
Registered on JDA website www.jda.urban.rajasthan.gov.in for participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee and RISL Processing Fee online on website www.jda.urban.rajasthan.gov.in only. Bid Security Deposit may be deposited online or through bank guarantee in the manner prescribed in bid document.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus
Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in under [eServices](#)>>JDA Tender

Annexure: 4
Template of Online Receipt as part of NIB Document

Bidder has to submitted as proof of deposited amount against the Bid on eProcurement Portal

Jaipur Development Authority, Jaipur.	
Bid Participation Receipt	
Bid Detail	Date & Time:-
Bid ID: Bid Title: Bid Value:	Procurement Entity:- Bid Opening Place:
Bidder Detail	
Name of Entity: Registration Type: Payment Mode: Instrument No.:	Mobile No.: Instrument Amount: Payment Channel: Instrument Date:

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee RISL Processing Fee Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
TENDER DOCUMENTS

TECHNICAL BID

(POTENTIAL ASSESSMENT)

Part – 1

FOR

**NAME OF WORK: OUTER DEVELOPMENT OF RAJASTHAN
INTERNATIONAL CENTRE NEAR OTS JAIPUR**

1. **NIB No.** : EE-Project-II/02/2017-18
2. **Approximate cost** : Rs. 301.34 Lacs
3. **Cost of the tender document** : Rs. 1000.00
4. **Tender Processing Fees** : Rs. 1000.00
5. **Earnest Money** : Rs. 150670.00 (for Contractor enlisted in JDA)
Rs. 602680.00 (for AA class Contractor enlisted in
other Govt. Departments.)
6. **Download of tender document** : 21/02/2018 from 9:30 AM to 23/03/2018
up to 6:00 PM
7. **Upload the tender Document** : 23/03/2018 up to 6:00 PM
8. **Date of opening of tender** : 02/04/2018 at 11.00 AM in Room No. 106, Main
Building, Ram Kishore Vyas Bhawan, Indira Circle,
Jawahar Lal Nehru Marg, JDA, Jaipur- 302004
(Rajasthan)
9. **Completion period of work** : 08 Months

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JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

NAME OF WORK: OUTER DEVELOPMENT OF RAJASTHAN INTERNATIONAL CENTRE NEAR OTS JAIPUR

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SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

The Tenderer should see the site and fully understand the conditions of the site before tendering and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the MORTH/Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

SCHEDULE – B: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

The drawing may be seen in office of the undersigned.

SCHEDULE – C: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR: List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard MORTH/PWD detailed specification. Qualified personnel as required under the contractor enlistment rules duly approved by the Deptt. shall have to be engaged at site by the Contractor. The deptt. Reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE – E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the contractor shall be deposited 15days In advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 7 days of issue of work order and complete within time limits.

SCHEDULE – G: ATTACHED SEPARATELY BASED ON JDA BUILDING BSR-2016

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

SCHEDULE – I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT: NIL

**Executive Engineer (Project-II)
JDA, Jaipur**

Signature of the Contractor
With full Address, Mob No, Landline No & E-mail address

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POTENTIAL ASSESSMENT OF CONTRACTORS

Special conditions of contract for **POTENTIAL ASSESSMENT** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/rules and regulations to contract.

1. Procedure:

Procedure for **POTENTIAL ASSESSMENT** would be as follow:

- (a) Tender document shall be submitted on line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital signature. The bid is to be submitted in 2 envelop which shall comprise of- Envelop-1 being for Technical Bid and Envelope -2 being for Financial Bid. Each envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid". Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of earnest money, VAT clearance certificate last issued by Government in current financial year 2017-18 and copy of registration of contractor in required category should also be kept
- (b) The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate last issued by Government in current financial year 2017-18 and copy of registration of contractor in required category are found to be in order. The Tender fee, processing fee and earnest money will deposited Online.
- (c) The Technical Bid envelope would be opened on the date 02.04.2018 at 11:00 AM in Room No. 106, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, JDA, Jaipur- 302004 (Rajasthan)
- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the **POTENTIAL ASSESSMENT** criteria.

2. Criteria:

Criteria for **POTENTIAL ASSESSMENT** would be as follows:-

- (a) The bidder should have executed following quantities of work in any one financial year of the **last five financial years**. However the bidder may opt current year in the said financial assessment period.

S. No.	Item	Quantity
1.	Major item of Schedule-G	
A	Stone/Brick Masonry	65.55 Cum
B	RCC work (Roof/Column/Footing)	823.654 Cum
C	Shuttering	1705.43 Sqm
D	Flooring (Marble/Kota Stone/Mosiac etc)	570.00 Sqm

Note:-

- (i) **The Bidder should enclose the certificate having quantities Financial year wise otherwise the certificate will not be considered.**
 - (ii) **Quantities of all the items mentioned in criteria 2 (a) should be executed in one financial year.**
 - (iii) **Certificate issued by Govt. of India, State Govts., Union Territory, and Govt. Undertakings, Autonomous Bodies shall only be considered.**
- (b) The bidder should have completed at least **one similar nature of work** in **last Five financial year** (including current year, if opted by the bidder) of value not less than 33.33 % (Rs. 100.45 lacs) of the Estimated Cost of the work (bid cost) updated to present price level)

Note:-

- (i) **The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.**
 - (ii) **If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature component is to be enclosed.**
- (c) The bidder should have achieved an annual financial turnover of at least 33.33 % (Rs. 100.45 lacs) of the Estimated Cost of the work (bid cost) in any one of **last Five financial years** (including current year, if opted by the bidder)

Note :-

- (i) **The bidder should enclose certificate of Turnover from Chartered Accountant for last five financial year & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).**
- (ii) **If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.**
- (d) **The bidder should give declaration to deploy the machinery and equipment as specified in Schedule – III, for the execution of this work.**

- (e) Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value.

The available bid capacity will be calculated as under:

$$\text{Bid Capacity} = (A \times N \times 3 - B)$$

Where A = Maximum value of civil engineering work executed in any one year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period

N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 8/12

B = Value, at present price level of existing commitments and on going works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.**
- (f) Litigation History: - Bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation / arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI. If schedule VI is found Blank then it will be treated as NIL.

Note:-

- (i) **The present price level for turnover, cost of completed work & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows :-**

(a)	For current year	1.00
(b)	For year 2016-2017	1.00
(c)	For year 2015-2016	1.10
(d)	For year 2014-2015	1.21
(e)	For year 2013-2014	1.33
(f)	For year 2012-2013	1.46

3. Documentation :

The bidder should furnish the following documents along with the technical bid:

- (a) Information regarding financial resources and capability in Schedule –I.
(b) Information regarding works executed in the last five years in Schedule–II
(c) Certificates from the concerned Engineer–In–Charge in support and verification of the information furnished in Schedule–II

- (d) Declaration regarding machinery and equipment required for deployment, as detailed in scheduled – III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule – IV.
- (f) Information regarding existing commitments and ongoing works to be completed in schedule – V. If it is found any stage that the bidder hides his existing commitments than proper action will be taken as per RTTP act and Rules.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule – VI. If schedule VI is found Blank then it will be treated as NIL.
- (h) Calculation of Bid capacity in schedule – VII.
- (g) Affidavit as per Annexure I..
- (h) Declaration as per Annexure I.

4. Important:

- (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (b) The bidder should give a declaration that the information furnished in schedule I to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.
- (c) Bidders must do paging of all enclosure of bid documents.

5. Rejection of bids

The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.

- (i) If Bid is not accompanied with the requisite documents mentioned in clauses 3 (a) to 3 (j) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money, tender fee, processing fee & VAT clearance Certificate and registration of contractor in required category it would be liable for rejection
- (ii) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- (iii) If all the copies enclosed in support or declaration is not duly attested by self then bid of the bidder is to be rejected.

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SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. This shall have to be arranged by the contractor at his own level/cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor lab our regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contract for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3 para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he will stand debarred from participating in tendering in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar boiler, sprayer etc.

13. The contractor shall arrange his own storage tanks up to 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. The tenderer are required to submit copy of their enlistment as contractor.
25. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
26. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
27. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
28. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Executive Engineer (Project-II)
JDA, Jaipur

Signature of the Contractor
With full Address, Mob No, Landline No & E-mail address

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Conditions

1. The Contractor will have to install display boards at site of work as directed by Engineer in Charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period as per order No. JDA/Ex.En.(TA to DE-I)/2016/D-29 dated 11.03.2016
3. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
4. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
5. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।

Signature of Contractor
With Full Address & Mobile No.

Executive Engineer (Project-II)
JDA, Jaipur.

**Special Conditions of Contract regarding Defect Liability Period (DLP)
for Various works costing Rs. 25.00 Lacs and more**

(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1. DRAINAGE WORKS

1.1 The Defect Liability Period (DLP) for all Drainage works including all related work shall be Three years. Drainage works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

1.2 No extra payment shall be made to the contracting agency on account of maintenance of Drain works and removal of defect during Defect Liability Period.

1.3 The word "Drainage Works" means all new Drain Works construction, its covering work, cleaning inside and other works."

1.4 The word "Maintenance of Drain Works during Defect Liability Period" means

- (i) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malba etc from the site.
- (ii) To remove the defect as & when appear in part and entire structure of Drain Works, in specified time and keeping the Drain clean & good condition. and

(iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

1.5 The contracting agency shall do the routine maintenance of Drain works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire Drain surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after three years.

1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 The Drain maintenance activities and their periodicity

S.No.	Name of Item/ Activity	Frequency of operations in one year
1	Restoration and cleaning of rain water spouts & repair of any type of damages.	Once in a year, generally before rains.
2	Cleaning of inner portion of the drains by removing the covers at regular interval and carriage and disposal of malba etc.	As and when required.
3	Insurance of proper functioning of drains including civil maintenance and desilting of drains.	As and when required.

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at IDP once in three months in case of all Drain works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention on those Drain sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

The contracting agency shall have to furnish security deposit (SD) in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

Note :- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- (ix). Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

2.2.3 Force Majeure

The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibly of contracting agency.

Signature of Contractor
With Full Address

Executive Engineer (Project-II)
JDA, Jaipur.

SPECIAL CONDITIONS FOR THIS PROJECT:

1. Cement shall be **OPC and 43 Grade** as per relevant IS Code.
2. For shuttering, only **steel shuttering/ply shuttering** shall be used and only **steel props** shall be used as props.
3. The RMC shall be procured either from such plants established by cement manufacturer like ACC,J.K.,Ultra Tech etc. or equivalent as approved by Engineer in Charge.
4. Admixtures / plasticizers shall be of **Fosroc / Sika or BASF** or equivalent and it is to be approved By the Engineer in charge.
5. All painting work, shall be done with paint of make **Asian/ Dulux** or Berzer or equivalent as approved by the Engineer in charge.
6. Sanitary wares and fittings shall be of **Hind ware/Parry ware/ Cera ware** or equivalent as approved by the Engineer in charge.
7. Only **Birla/J.K.Laxmi** Putty or equivalent as approved by the Engineer in charge shall be used.
8. All items shall be as per the approval of Engineer-in-charge.
9. The Third party quality control tests are to be conducted at the cost of contractor as per direction of Engineer in Charge from NABL approved laboratory.
10. The Contractor has to provide and maintain a separate site office (Air conditioned) with toilet for JDA staff of size not less than 15' x 10' with computer and Internet Facility.
11. M.S. Sheet sign Board/Caution Board/Safety Board/Display Board has to be fixed by the Contractor at his cost as per direction of Engineer In Charge. No extra payment shall be made to Contractor for this work.
12. Contractor has to give guarantee for absolute water tightness of water proofing treatment work and terracing work for a period of five years. In case of any defect / failure in work / treatment, the contractor shall have to rectify the same at his own cost. An undertaking to this effect shall have to be given by the contractor in standard format on a non judicial stamp paper of Rs. 100.00.
13. The contractor should arrange necessary survey equipment like total station and Quality Control Laboratory /Equipments at his own cost with qualified Civil

Engineer at work site laboratory for checking of material and to ensure the work done by him as per specifications.

14. Standard Tor Steel shall be used for reinforcement and it shall confirm to the BIS specifications. The steel is necessarily be procured from primary steel producers like JSW/Shyam steel or equivalent as approved by Engineer in Charge
15. Joint Venture will not be allowed.
16. The contractor has to procure NOC from Electrical Inspector, GOR.

Executive Engineer, (Project- II)
JDA, Jaipur.

Signature of Contractor
With full name, address & phone.

GENERAL CONDITIONS :

1. The work shall be carried out in accordance with detailed specifications for buildings, as per relevant I.S. Codes amended up to date.
2. The cement and steel will be arranged by the contractor himself, as per IS Specifications and the testing certificate from authorized institutes, of the above material will have to be submitted by the contractor.
3. Storage space for building material shall have to be constructed/arranged by the contractor at his own cost.
4. The contractor shall follow the contract labor (Regulation and Abolition Act 1961 & Rules 1971) and insurance of laborers at his own cost.
5. The contractor shall be fully responsible for provident funds, insurance etc. for workers engaged by him on the work. The contractor shall also take all safety measures for the workman while execution of work to avoid any accident at site of work.
6. No conditions are to be added by the contractor and conditional bid is liable to be rejected.
7. Electricity and water will be arranged by the contractor at his own cost.
8. Any damages done to existing structure and service shall be borne by the contractor.
9. Watch and ward of all materials at site and T & P etc. shall be carried out by the contractor.
10. The overall cleaning of site, disposal of building rubbish, surplus material etc. are to be done by the contractor before handing over the site at his own cost.
11. Complete site of work will have to be barricaded by G.I.Sheets along the periphery of work till completion of the work at his own cost.
12. The contractor shall furnish the programme of construction for execution of the work within the stipulated time schedule together with methodology of construction for each type of work and should obtain the approval of the Engineer - in - charge prior to actual commencement of work.
13. If there is any typographical or clerical error or otherwise in the "G - Schedule ", the rates as given in the relevant JDA BSR and its latest corrigendum issued from time to time on Which "Schedule - G " has been prepared shall prevail.
14. Contractor will make his own arrangement for labour hutments and material storage, as per space made available by JDA but JDA will not be responsible for any theft and safety of labours.
15. Contractor will have to co-operate, adjust with all agencies working at site e.g. sanitary work, electrical work, civil work, and joinery work etc.
16. Work of water proofing and roof terracing includes all story allowance and no extra lift allowance shall be payable.

17. Contractor will make his own arrangement for permission of vehicles from traffic department in no entry zone area and will make his own arrangement for movement of vehicles within time allowed by the traffic authorities.
18. Contractor has to give guarantee for absolute water tightness of water proofing treatment work and terracing work for a period of three years. In case of any defect / failure in work / treatment, the contractor shall have to rectify the same at his own cost. For this a self attested undertaking has to be given by the contractor in standard format .
19. Contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.
20. Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of 24 Hours of the instructions issued by the Engineer - in - Charge, failing which such material shall be removed by the department at risk and cost of the contractor after expiry of 24 Hours.
21. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is fully consumed on the work.
22. The contractor should arrange necessary survey equipment like total station and Quality Control Laboratory /Equipments at his own cost with qualified Civil Engineer at work site laboratory for checking of material and to ensure the work done by him as per specifications.
23. Cement of Mini Cement Plants shall not be allowed, and the brand of cement is to be got approved from Engineer - in - Charge before execution of work.
24. Standard Tor Steel shall be used for reinforcement and it shall confirm to the BIS specifications. The steel is necessarily be procured from primary steel producers like JSW/Shyam steel or equivalent as approved by Engineer in Charge.
25. The contractor shall sign all the bid documents / pages / agreement / special conditions before submitting the bid document.
26. During excavation, care should be taken to ensure that no damage is done to the existing infrastructure such as electrical cables, sewerage lines, telephone lines etc.. In case, these services are damaged during construction activity, the same should be reported to the Engineer - in Charge and should be restored/repared immediately by the contractor at his own cost.

Executive Engineer, (Project- II)

JDA, Jaipur.

Signature of Contractor

With full name, address & phone.

**(Format of the Bank Guarantee Bond Against Earnest Money Deposit,
En cashable at branch of the bank in Jaipur City).**

**The Secretary,
Jaipur Development Authority
Jaipur.**

Whereas Jaipur Development Authority through Executive Engineer Project-II, (hereinafter called 'The Jaipur Development Authority') has called for tenders for execution of work "**Outer Development of Rajasthan International Centre Near OTS Jaipur**" estimated to cost Rs.(Rupees.....only) on (Date) or any extended date as per normal rules.

1. In consideration of Jaipur Development Authority having made such a stipulation in Rules and M/s(name of contractors) are desirous of depositing Earnest Money Rs. (Rupeesonly) in the form of Bank Guarantee as Earnest Money in order to participate in the tender for work abovementioned as per Rules and will be so permitted on production of a Bank Guarantee for Rs. (Rupees.....only) We.....(name and address fo Bank) having Registered office hereinafter referred to as the Bank at the request of M/s Contractor (s), do hereby undertake to pay to Secretary, Jaipur Development Authority an amount not exceeding Rs./- (Rupeesonly) on demand.
2. We(name and address of bank)....., do hereby undertake to pay Rs./- (Rupees Only) The amount due and payable under this guarantee without any demur or delay, merely on a demand from Secretary, Jaipur Development Authority any such demand made on the bank by the Jaipur Development Authority shall be conclusive and payable by the Bank under the guarantee. The Bank Guarantee shall be completely at the disposal of Secretary, Jaipur Development Authority and We(name and address of bank)....., bound ourselves with all directions given by Jaipur Development Authority regarding this Bank Guarantee However our Liability under this guarantee shall be restricted to an amount not exceeding Rs./- (RupeesOnly).
3. We the(Name and address of Bank), undertake to pay Jaipur Development Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) 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(Name and address of Bank), further agree with Jaipur Development Authority that the Jaipur Development Authority 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 Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Jaipur Development Authority against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to said

agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Jaipur Development Authority or any indulgence by the Jaipur Development Authority or the said Contractor (s) or by any such matter or thing whatsoever which would but for this provision have effect of so relieving us.

5. The liability of us(Name and address of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
6. We(Name and address of Bank), lastly undertake not to revoke this guarantee except with the consent of Jaipur Development Authority in writing.
7. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Jaipur Development Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....
8. It shall not be necessary for Jaipur Development Authority to proceed against the contractor before proceeding against the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Jaipur Development Authority may have obtained or obtain from the Contractor.
9. That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

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.

10. We(Name and address of Bank), undertake that the amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in **ICICI Bank, JDA Campus, Jaipur** through **IFSC Code No ICIC0006754**, Bank Account No. **675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.
11. All claims under the guarantee will be payable at Jaipur.

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled' The BG Confirmation letter No is an integral part of the BG No.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

SCHEDULE – I
FINANCIAL RESOURCES AND CAPABILITY
[Reference clause 3 (a)]

1. Name of Bidder:-
2. Total financial turnover achieved by the bidder in the last five financial years:

S.No.	Year	Turnover
(1)	Current year	
(2)	2016-2017	
(3)	2015-2016	
(4)	2014-2015	
(5)	2013-2014	
(6)	2012-2013	

Note: Balance Sheets and Profit & Loss Accounts is to be enclosed by the bidder which is considered by him as per criteria 2 (a).

3. Total financial Turnover projected in the current financial year
4. Has the bidder ever been debarred from tendering for Central Government/ State Government/ any Government undertaking?
Yes / No, if yes give details.
5. Has bidder ever been declared insolvent?
Yes/No, if yes give details.
6. Name(s) and Address of Branch/(s) for bidder's Bankers.

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date :

Signature of Bidder
(With Seal wherever applicable)

SCHEDULE – II

[Reference clause 3(b)]

Details of Quantities of work executed during last Five financial years

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district /state)	Financial Year	Principal Items of work		Page No. Where certified Copies Enclosed
					Name of Item	Qty	

Note: Certificate from concerned Engineer-in-Charge should be enclosed in support and verification of the above statement.

Signature of Bidder

To be given Declaration, duly self attested

SCHEDULE – III
[Reference Clause 3(d)]

DECLARATION

I/We-----Proprietor/ Partner/ Authorized signatory of M/s -----under Self Declaration that I/We will deploy the machinery and equipment listed below as and when required in the execution of this work .

S. No.	Name of Machinery	Minimum Requirement	Availability	
			Owned	Leased
1.	JCB	1		
2.	Dumpers	1		
3.	Concrete Mixer	1		
4.	Tractor with trolleys	1		
5.	Water Tanker with tractor	1		

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date:

Signature of Bidder
(With seal, wherever applicable)

SCHEDULE - VII
[Reference Clause 3(h)]
BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of civil Engineering works Executed in any one year during the last five Years (Updated to present price level)	_____ Lacs	Certified details enclosed at Page No. _____
2.	N = Number of years prescribed for completion of the Work for which bids are invited (In present case value of N shall be 8/12)	8/12	
3.	B = Value, at present price level of existing Commitments and on going works to be Completed during the next N Period.	_____ Lacs	Certified details enclosed at Page No. _____

Bid Capacity = $A \times N \times 3 - B$
= _____ Lacs

Signature of Bidder

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

Any person participating in a procurement process shall:-

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process of, 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.
 - 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, revisions 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 proceeding 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 :

Signature of bidder

Place :

Name :

Designation:

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the first Appellate Authority is **ACS (UDH)/P.S.(UDH)**

The designation and address of the Second Appellate Authority is **Nominated Officer (Fin. Dept.) Govt of Rajasthan.**

(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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in 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 endeavor 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 there or 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.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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 for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

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

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

Form No. 1

[See rule 83]

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

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

GENERAL CONDITION OF CONTRACT

DEFINITIONS

1. The "Contract" means the documents forming the bid and acceptance thereof and the formal agreement executed between the Jaipur Development Authority and the Contractor, together with the documents referred to therein, including these conditions, Notice inviting Bids, Instructions to Bidders, Special Conditions of Contract, Specifications, Drawings and Designs, Tender and other information submitted by the Contractor and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings herein respectively assigned to them :-
 - a) The "WORKS OR WORK" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by, or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
 - b) The "SITE" shall mean the land an/or the other places on, into or through which work is to be executed under the contract, or any adjacent land, path or street, through which work is to be executed under the contract, or any adjacent land, path or street, which may be allotted or used for the purpose of carrying out the contract.
 - c) The "CONTRACTOR" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company, the successor of such firm or company and the permitted assign of such individual or firm or company.
 - d) The "ENGINEER-IN-CHARGE" shall mean the Executive Engineer In charge of Jaipur Development Authority who shall supervise and be in-charge of the work.
 - e) The "GOVERNMENT DEPARTMENT" shall mean the Jaipur Development Authority.
 - f) The "Accepting Authority" shall mean Executive Committee of Jaipur Development Authority.
 - g) The "Director" or "Chief Engineer" shall mean The Director (Engineering-I) of Jaipur Development Authority.
 - h) The 'Superintending Engineer' shall mean the Superintending Engineer (ROB/RUB) of Jaipur Development Authority.

- i) "ESTIMATED COST" shall mean the cost of the work or works as estimated on the basis of the TENDERED rate or rates agreed to between the parties to the contract.
- j) Where the context so requires, words importing the singular only also include the plural and vice-versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.
- k) Headings and marginal notes to these General Conditions of Contract shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The clause 23 of contract agreement i.e. standing committee for settlement of disputes is read as:

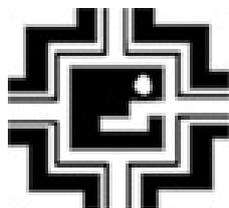
If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, of the rights, duties or liabilities of either party men, save in so far, as the decision of any such matter, as herein before 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 an whether it has been finally decided accordingly, or whether the rights or obligations of the parities, as the result of such termination, shall be referred for decision to the empowered standing committee, which would consist of the followings:

- (i) Jaipur Development Commissioner, JDA, Jaipur -Chairman
- (ii) Director (Engineering-I), JDA, Jaipur
- (iii) Director (Finance), JDA, Jaipur
- (iv) Director (Law), JDA, Jaipur
- (v) Superintending Engineer, JDA, Jaipur - Member Secretary

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

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the Bid Documents. None of these documents shall be used for any purpose other than that of this contract.

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



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR
TENDER DOCUMENTS

FINANCIAL BID

Part – 2

FOR

**NAME OF WORK: OUTER DEVELOPMENT OF RAJASTHAN
INTERNATIONAL CENTRE OTS JAIPUR**

1. **NIB No.** : EE-Project-II/02/2017-18
2. **Approximate cost** : Rs. 301.34 Lacs
3. **Cost of the tender document** : Rs.1000.00
4. **Tender Processing Fees** : Rs. 1000.00
5. **Earnest Money** : Rs. 150670.00 (for Contractor enlisted in JDA)
Rs. 602680.00 (for AA class Contractor enlisted in
other Govt. Departments.)
6. **Download of tender document** : 21/02/2018 from 9:30 AM to 23/03/2018
up to 6:00 PM
7. **Upload the tender Document** : 23/03/2018 up to 6:00 PM
8. **Date of opening of tender** : 02/04/2018 at 11.00 AM in Room No. 106, Main
Building, Ram Kishore Vyas Bhawan, Indira Circle,
Jawahar Lal Nehru Marg, JDA, Jaipur- 302004
(Rajasthan)
9. **Completion period of work** : 08 Months

Executive Engineer (Project-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

NAME OF WORK: OUTER DEVELOPMENT OF RAJASTHAN INTERNATIONAL CENTRE OTS JAIPUR

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Building, Ram Kishore Vyas Bhawan, Indira Circle,
Jawahar Lal Nehru Marg, JDA, Jaipur- 302004
(Rajasthan)
9. **Completion period of work** : 08 Months

SCHEDULE – A: INFORMATION USEFUL FOR THE CONTRACTORS:

The Tenderer should see the site and fully understand the conditions of the site before tendering and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the MORTH/Rajasthan PWD detailed specification and to the entire satisfaction of the Engineer – In – Charge of the work.

The bid will be opened only of those bidders deposit proper bid security, processing fee, tender fee, VAT clearance certificate (Valid upto Six months back from the opening of Bid) and copy of registration of contractor in required category are found to be in order.

SCHEDULE – B: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

The drawing may be seen in office of the undersigned.

SCHEDULE – C: LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR: List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard MORTH/PWD detailed specification. Qualified personnel as required under the contractor enlistment rules duly approved by the Deptt. shall have to be engaged at site by the Contractor. The deptt. Reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE – E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the contractor shall be deposited 15days In advance with the Engineer In charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within 7 days of issue of work order and complete within time limits.

SCHEDULE – G: ATTACHED SEPARATELY BASED ON JDA BUILDING BSR-2016

SCHEDULE – H: SPECIAL CONDITION: Attached Separately.

SCHEDULE – I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT: NIL

**Executive Engineer (Project-II)
JDA, Jaipur**

Signature of the Contractor
With full Address, Mob No, Landline No & E-mail address

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

Any person participating in a procurement process shall:-

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process of, 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.
 - 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 proceeding 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 :

Signature of bidder

Place :

Name :

Designation:

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the first Appellate Authority is **Executive Committee, JDA**

The designation and address of the Second Appellate Authority is **ACS (UDH) Govt of Raj.**

(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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document with in 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 endeavor 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 there or 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.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the

original order. However, the additional quantity shall not be more than 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 for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

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

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

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

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. This shall have to be arranged by the contractor at his own level/cost.
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which Schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor lab our regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contract for the payment of a sum of money arises out of under the contracts, the JDA shall be entitled to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable. The contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3 para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tender withdraws his tender prior to expiry of said validity period given at S. No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he will stand debarred from participating in tendering in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar boiler, sprayer etc.

13. The contractor shall arrange his own storage tanks up to 10 Tonnes capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work up to the time five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing failing which, such material shall be removed by the Engineer-In charge at risk and cost of the contractor after expiry of 3 days period.
16. The material collected at site and paid provisionally shall remain under and ward of the contractor till it is consumed, fully on the work.
17. The rates provided in tender documents are inclusive of all Taxes and royalty.
18. For paver work at least 3 road rollers shall be simultaneously deployed.
19. Bitumen for tack coat or any other purposes shall be applied only by a bitumen sprayer of a mechanical pressure.
20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
21. Undersigned has full right to reject any or all tenders without given any reasons.
22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
24. The tenderer are required to submit copy of their enlistment as contractor.
25. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
26. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
27. The contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
28. Special Conditions of Contract regarding Defect Liability Period (DLP) for roads works costing Rs. 25.00 lacs and more shall be applicable.
29. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 shall be applicable.

Executive Engineer (Project-II)
JDA, Jaipur

Signature of the Contractor
With full Address, Mob No, Landline No & E-mail address

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Other Conditions

1. The Contractor will have to install display boards at site of work as directed by Engineer in Charge. Failing which penalty of Rs. 5000.00 per day will be imposed.
2. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period as per order No. JDA/Ex.En.(TA to DE-I)/2016/D-29 dated 11.03.2016
3. निविदा में निर्धारित राशि से अधिक/कम Bid Security राशि बिडर द्वारा Online नहीं जमा कराई जावें, सिस्टम द्वारा भी कम/अधिक राशि बिड स्वीकार नहीं की जावेगी।
4. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
5. एक यू.टी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यू.टी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।

Signature of Contractor

With Full Address & Mobile No.

Executive Engineer (Project-II)

JDA, Jaipur.

Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 Lacs and more

(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1. DRAINAGE WORKS

1.1 The Defect Liability Period (DLP) for all Drainage works including all related work shall be Three years. Drainage works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

1.2 No extra payment shall be made to the contracting agency on account of maintenance of Drain works and removal of defect during Defect Liability Period.

1.3 The word "Drainage Works" means all new Drain Works construction, its covering work, cleaning inside and other works."

1.4 The word "Maintenance of Drain Works during Defect Liability Period" means

- (i) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malba etc from the site.
- (ii) To remove the defect as & when appear in part and entire structure of Drain Works, in specified time and keeping the Drain clean & good condition. and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

1.5 The contracting agency shall do the routine maintenance of Drain works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire Drain surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after three years.

1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 The Drain maintenance activities and their periodicity

S.No.	Name of Item/ Activity	Frequency of operations in one year
1	Restoration and cleaning of rain water spouts & repair of any type of damages.	Once in a year, generally before rains.
2	Cleaning of inner portion of the drains by removing the covers at regular interval and carriage and disposal of malba etc.	As and when required.
3	Insurance of proper functioning of drains including civil maintenance and desilting of drains.	As and when required.

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at IDP once in three months in case of all Drain works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention on those Drain sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every A.En for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

The contracting agency shall have to furnish security deposit (SD) in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
- (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
- (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
- (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
 - (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order DLP period	1 Year	2 Year	3 Year	4 Year	5 Year
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

Note :- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- (ix). Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

2.2.3 Force Majeure

The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

**Signature of Contractor
With Full Address**

**Executive Engineer (Project-II)
JDA, Jaipur.**

SPECIAL CONDITIONS FOR THIS PROJECT:

1. Cement shall be **OPC and 43 Grade** as per relevant IS Code.
2. For shuttering, only **steel shuttering/ply shuttering** shall be used and only **steel props** shall be used as props.
3. The RMC shall be procured either from such plants established by cement manufacturer like ACC,J.K.,Ultra Tech etc. or equivalent as approved by Engineer in Charge.
4. Admixtures / plasticizers shall be of **Fosroc / Sika or BASF** or equivalent and it is to be approved By the Engineer in charge.
5. All painting work, shall be done with paint of make **Asian/ Dulux** or Berzer or equivalent as approved by the Engineer in charge.
6. Sanitary wares and fittings shall be of **Hind ware/Parry ware/ Cera ware** or equivalent as approved by the Engineer in charge.
7. Only **Birla/J.K.Laxmi** Putty or equivalent as approved by the Engineer in charge shall be used.
8. All items shall be as per the approval of Engineer-in-charge.
9. The Third party quality control tests are to be conducted at the cost of contractor as per direction of Engineer in Charge from NABL approved laboratory.
10. The Contractor has to provide and maintain a separate site office (Air conditioned) with toilet for JDA staff of size not less than 15' x 10' with computer and Internet Facility.
11. M.S. Sheet sign Board/Caution Board/Safety Board/Display Board has to be fixed by the Contractor at his cost as per direction of Engineer In Charge. No extra payment shall be made to Contractor for this work.
12. Contractor has to give guarantee for absolute water tightness of water proofing treatment work and terracing work for a period of five years. In case of any defect / failure in work / treatment, the contractor shall have to rectify the same at his own cost. An undertaking to this effect shall have to be given by the contractor in standard format on a non judicial stamp paper of Rs. 100.00.

13. The contractor should arrange necessary survey equipment like total station and Quality Control Laboratory/Equipments at his own cost with qualified Civil Engineer at work site laboratory for checking of material and to ensure the work done by him as per specifications.
14. Standard Tor Steel shall be used for reinforcement and it shall confirm to the BIS specifications. The steel is necessarily be procured from primary steel producers like JSW/Shyam steel or equivalent as approved by Engineer in Charge
15. Joint Venture will not be allowed.
16. The contractor has to procure NOC from Electrical Inspector, GOR.

Executive Engineer, (Project- II)
JDA, Jaipur.

Signature of Contractor
With full name, address & phone.

GENERAL CONDITIONS :

1. The work shall be carried out in accordance with detailed specifications for buildings, as per relevant I.S. Codes amended up to date.
2. The cement and steel will be arranged by the contractor himself, as per IS Specifications and the testing certificate from authorized institutes, of the above material will have to be submitted by the contractor.
3. Storage space for building material shall have to be constructed/arranged by the contractor at his own cost.
4. The contractor shall follow the contract labor (Regulation and Abolition Act 1961 & Rules 1971) and insurance of laborers at his own cost.
5. The contractor shall be fully responsible for provident funds, insurance etc. for workers engaged by him on the work. The contractor shall also take all safety measures for the workman while execution of work to avoid any accident at site of work.
6. No conditions are to be added by the contractor and conditional bid is liable to be rejected.
7. Electricity and water will be arranged by the contractor at his own cost.
8. Any damages done to existing structure and service shall be borne by the contractor.
9. Watch and ward of all materials at site and T & P etc. shall be carried out by the contractor.
10. The overall cleaning of site, disposal of building rubbish, surplus material etc. are to be done by the contractor before handing over the site at his own cost.
11. Complete site of work will have to be barricaded by G.I.Sheets along the periphery of work till completion of the work at his own cost.
12. The contractor shall furnish the programme of construction for execution of the work within the stipulated time schedule together with methodology of construction for each type of work and should obtain the approval of the Engineer - in - charge prior to actual commencement of work.
13. If there is any typographical or clerical error or otherwise in the "G - Schedule ", the rates as given in the relevant JDA BSR and its latest corrigendum issued from time to time on Which "Schedule - G " has been prepared shall prevail.
14. Contractor will make his own arrangement for labour hutments and material storage, as per space made available by JDA but JDA will not be responsible for any theft and safety of labours.
15. Contractor will have to co-operate, adjust with all agencies working at site e.g. sanitary work, electrical work, civil work, and joinery work etc.

16. Work of water proofing and roof terracing includes all story allowance and no extra lift allowance shall be payable.
17. Contractor will make his own arrangement for permission of vehicles from traffic department in no entry zone area and will make his own arrangement for movement of vehicles within time allowed by the traffic authorities.
18. Contractor has to give guarantee for absolute water tightness of water proofing treatment work and terracing work for a period of three years. In case of any defect / failure in work / treatment, the contractor shall have to rectify the same at his own cost. For this a self attested undertaking has to be given by the contractor in standard format .
19. Contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.
20. Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of 24 Hours of the instructions issued by the Engineer - in - Charge, failing which such material shall be removed by the department at risk and cost of the contractor after expiry of 24 Hours.
21. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is fully consumed on the work.
22. The contractor should arrange necessary survey equipment like total station and Quality Control Laboratory /Equipments at his own cost with qualified Civil Engineer at work site laboratory for checking of material and to ensure the work done by him as per specifications.
23. Cement of Mini Cement Plants shall not be allowed, and the brand of cement is to be got approved from Engineer - in - Charge before execution of work.
24. Standard Tor Steel shall be used for reinforcement and it shall confirm to the BIS specifications. The steel is necessarily be procured from primary steel producers like JSW/Shyam steel or equivalent as approved by Engineer in Charge.
25. The contractor shall sign all the bid documents / pages / agreement / special conditions before submitting the bid document.
26. During excavation, care should be taken to ensure that no damage is done to the existing infrastructure such as electrical cables, sewerage lines, telephone lines etc.. In case, these services are damaged during construction activity, the same should be reported to the Engineer - in Charge and should be restored/repared immediately by the contractor at his own cost.

Executive Engineer, (Project- II)

JDA, Jaipur.

Signature of Contractor

With full name, address & phone.

AGREEMENT No.

Year..... 20

..... Circle.

Division.....

Sub- Division.....

Name of Work: Outer Development of Rajasthan International Centre Near OTS Jaipur.

Name of Contractor:.....

Sanction No. Dt..... Rs.....

Technical Sanction No.

Job No.

- (a) Stipulated Date of Start of work.....
- (b) Stipulated Date of Completion of work.....
- (c) Actual Date of Completion.....
- Extension applied on & sanctioned.....

Vide: C.E./S.E./E.E. No..... Dt. 20

Details of Documents

Page :

- (a) Percentage Rate Tender R.P. W.A. 100
(See rule 322 & note 1 below rule 331)
- (b) Schedule A to F
- (c) Schedule H
- (d) Schedule G
- (e) Schedule
- (f) General Specification and Conditions of Contract
- (g) Contractor's Labour Regulations
- (h).....
- (i).....

No.

Date:

Copy forwarded to:

1. Director Eng (I) / (Finance), JDA, Jaipur
2. Additional Chief Engineer, JDA, Jaipur
3. Additional Director (Revenue)/CAO, JDA, Jaipur
4. The Assistant Engineer / JEN
5. Auditor
6. Shri..... Contractor
7. M/s.....

Amended up to _____ Effective from _____

CONTRACT FOR WORK

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

The form of invitation to bid will state the work to be carried out, as well as the date of submitting and opening of bids and the time allowed for arraying out the work, also the amount of Earnest Money to be deposited with the bid and the amount of the Performance Guarantee and/or Security Deposit to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the JDA or other duly authorized Engineer during office hours.

2. In the event of the bid being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing to do so. Such power of Attorney will be submitted with the bid and it must disclose that the firm, is duly registered under the Indian Partnership Act, by submitting the copy 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 contractors and described in their bid as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate bid, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G. he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single bid shall include more than one work, but Contractors, who wish to bid for two or more works, shall submit a separate bid for each work. Bids shall have the name and number of work, to which they refer, written outside the envelope.

5. The JDA or other duly authorized Engineer will open the bids in the presence of any contractor(s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all bids in the Register of Opening of Bids, (Form RPWA 20A). In the event of the bid being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a bid being rejected, the Earnest Money forwarded with such unaccepted bids shall, be returned to the Contractor making the same.
6. The JDA or other duly authorized Engineer shall have the right of rejecting all or any of the bids without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgement of payment to the JDA or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the JDA or duly authorized Engineer before the tender form is issued.
9. If it is found that the bid is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the bid, forfeit the amount of earnest money and/ or de-list the contractor.
10. The bidder shall sign a declaration under the Official Secrets Act for maintaining secrecy of the bid documents, drawing 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 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. Any percentage rate bid containing Item-wise rates, and any item rate bid containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a bidder voluntarily offers a rebate for payment within a stipulated period, this may be considered.

12. On acceptance of the bid, the name of the accredited representative (s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instruction from the Engineer in charge, shall be communicated to the Engineer-in-charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and B of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in *** from time to time.
14. The bid to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have bided or who may and has/have bided for the same work. Failure to observe the secrecy of the bids will bid of the contractors, bidding as well as witnessing the bid, liable to summary rejection.
15. If on check, there are differences between the rate quoted by the Contractor in words and figures, or in the amount worked out by him, the following procedure shall be followed :-
 - (i) Where there is a difference between the rates in figures and words, the rate written in words shall prevail.
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item of items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' schedule rates.
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the bid will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of relocations by him of the provisions of the Act.
17. The Contractor shall read the specifications and study the working drawings carefully before submitting the bid.

18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach road etc.
19. The bid documents show already the specific terms and conditions on which bids are required by the Government. Hence, all bids should be in strict conformity with the bid documents and should be fulfilled in, wherever necessary, and initiated. Incomplete bids are liable to be rejected. The terms and conditions of the bid documents are firm; as such conditional bids are liable to the rejected.
20. The bidder, while submitting bid, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
21. The JDA or other duly authorized Engineer reserves the right in ask for submission of samples as in respect of materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon, to do so, does not submit within seven days of written order to do so, the Engineer-in Charge shall be at liberty to forfeit the said earnest money absolutely.
22. The Contractor shall submit the list of the works, which are in hand (progress). In the following form :

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

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

24. All additions, deletions, corrections and overwriting, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
25. After acceptance of the bid, the Contractor or all partners (in the case of partnership firm) will append photograph and signatures duly attested, at the time of execution of Agreement.
26. If any contractor, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
27. The bid documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28. (a) If a bidder reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
 (b) If a non-bidder offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional bids are liable to be rejected summarily.

Bid for works

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

Memorandum

- (a) General - description of work:- “Outer Development of Rajasthan International Centre Near OTS Jaipur”.
- (b) Estimated cost: Rs 301.34 Lacs
- (c) Earnest money: Rs 602680 @ 2% for enlisted contractors outside the JDA and Rs. 150670 @ 0.50% for contractors registered in JDA.
- (d) Performance Guarantee & Security Deposit :
- (i) "The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completions of the contract as per terms and condition. However the amount of security deposit deducted from running bills shall not be converted into any mode of securities bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
- However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. However, in case during execution, cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted form the "Running Account Bills".
- (ii) Bank Guarantee shall in all cases be payable at the respective branch of the bank in Jaipur City.
- (e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is **8 Months**. Should this bid be accepted in whole or In Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Bid, or in default thereof, to forfeit and pay to the Jaipur Development Commissioner of Jaipur Development Authority of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.
- (f) A sum of Rs. 602680 is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Jaipur Development Commissioner of Jaipur Development Authority or his successor in office without prejudice to any other right or remedies of Jaipur Development Commissioner of Jaipur Development Authority or his successor in his office, should. I/ We fall to commence the work specified in the above memorandum.

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date:

The above bid is hereby accepted by me on behalf of the Jaipur Development Commissioner of Jaipur Development Authority.

Dated:

Executive Engineer (Project-II)

CONDITIONS OF CONTRACT

Clause 1: Security Deposit:

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

A contractor may however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. However during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the "Running Account Bills".

All compensation or other sums of money payable by the Contractor to Jaipur Development Authority under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Performance Guarantee and/or Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Contractor by the JDA on any account whatsoever, and in the event of this Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized/Scheduled Bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Performance Guarantee and / or Security Deposit or any part thereof.

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

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Jaipur Development Authority 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 Jaipur Development Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards, to amount due and payable by the bank, under the guarantee limited to the amount specified in the guarantee Bond. The guarantee will not discharged due to the change in the constitution of the Bank or the Contractor.

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

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

Clause 2: Compensation for delay:

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 15th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, Performance Guarantee and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future bids for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time *** elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Jaipur Development Authority at every time span as below: -

A.	Time Span of full stipulated period	1/4th	1/2th	3/4th	Full
B.	Work to be completed in terms or money.	(..... days) 1/8th	(..... days) 3/8th	(..... days) 3/4th	(..... days) Full
C.	Compensation payable by the contractor for delay at the stage of :	(Rs.....) 2.5% of Scheduled	(Rs.....) 5% of Scheduled	(Rs.....) 7.5% of Scheduled	(Rs.....) 10% of Scheduled

		work remained unexecuted on the last day of (1/4) time span.	work remained unexecuted on the last day of (1/2) time span.	work remained unexecuted on the last day of (3/4) time span.	work remained unexecuted on the last day of contracted full period.
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Note : In case delayed period over a particular span is stilt up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to government over entire delayed over that span after clubbing up the split delays attributable to government and this reduced compensation would be application over the entire delayed period without paying any escalation. Following illustration is given.

First time span is of 6 months, delay is of 30 days which is split over as under 5 days [attributable to government] + 5 days [attributable to contractor] + 5 days [attributable to government] + 5 days clubbed to 15 days [attributable to government] and 15 days [attributable to contractor]. The normal compensation 30 days as per clause 2 of agreement is 2.5 which can be reduced as $2.5 \times \frac{15}{30} = 1.25$ over 30 days without any escalation by competent authority.

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

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

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

Clause 3: Risk & Cost Clause:

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

- (i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion of he has already, failed to complete the work by that date.
- (ii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- (iii) If the Contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the contractor commits any acts mentioned in clause 19 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid. The Engineer in-charge behalf of the Jaipur Development Commissioner of Jaipur Development Authority shall have powers.

- (a) To determine or rescind the contract as aforesaid of which determination or rescission notice in writing to the contractor under the hand of the Engineer in charge shall be conclusive evidence upon such determination or rescission, the earnest money, full security deposit of the contract and performance guarantee of the contractor shall be liable to be forfeited and shall be absolutely at the disposals of Jaipur Development Authority.
- (b) To employ labour paid by the department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price certified by the Engineer in charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of the divisional officer as to the value of the work done, shall be final and conclusive evidence against the contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred the department are less than

amount payable to the contractor at his agreement rates the difference shall not be paid to the contractor.

- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Jaipur Development Authority under this contract or on any other account whatsoever or from his earnest money, security deposit, performance guarantee, enlistment security or the proceeds of sales thereof or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the engineer in charge the contractor shall not claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer in charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

- (i) In any case in which any of the powers conferred by clause 3 hereof shall have become exercisable and the same shall have not been exercised the non exercise thereof shall not constitute waiver of any of the conditions thereof and such power shall not with starting be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit/performance guarantee/Easiest money/Enlistment security and the liability of the contractor for past and future compensation shall remain unaffected.

Powers to take possession of or require removal sale of contractor plant.

- (ii) In the event of the Engineer in charge putting in force powers vested in him under the preceding clause 3, he may, if he so desires, take possession of all or any tools plants materials and stores in or upon the works or the site, thereof, or belonging to the contractor of procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates, to be certified by the JDA or duly authorized Engineer (whose certificate thereof shall be final and conclusive) otherwise the Engineer in charge may give notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to

remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition, the JDA or other duly authorized Engineer may remove them at the contractor's expenses by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the JDA or other duly authorized Engineers, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5: Extension of Time:

If the contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Engineer in charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority competent to grant extension under the rule/delegation of powers or other duly authorized Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any as may, in his opinion be necessary or proper, if the period of completion of contractor expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of contract the competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finally of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 5 A: Monthly returns of extra claims:

Contractor has to submit a return every month for any work claimed as extra. The contractor delivery the return in the office of the executive engineer and obtain receipt number of the receipt register of the day on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contractor or in the schedule of rates in force in the district for the time being. The contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not included whatsoever be the circumstance.

Clause 6: Final certificate:

On completion of the work the contractor shall send a registered notice to the Engineer in charge giving the date of completion and sending a copy of it to the officer accepting the contractor on behalf of the J.D.C. and shall request Engineer In-Charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be complete unit the contractor shall have removed from the site on which the work shall be executed all scaffolding surplus materials and rubbish and cleared off the dirt from all wood work doors walls floors or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof he had filled up the pits. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and clearing off dirt and filling of pits on or before the

date fixed for completion of the work, the Engineer-in-Charge may, at the expenses of the contractor, remove such scaffolding, surplus materials and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pit, as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer in charge himself or through his subordinates whose measurements shall be binding and conclusive against the contractor. Provided that if subsequent to the taking of measurements by the subordinate as aforesaid, the Engineer in charge had reason to believe that the measurements taken by his subordinates are not correct the engineer in charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the contractor and to take measurements again after giving reasonable notice to the contractor and such pre-measurement shall be binding on the contractor.

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

Clause: 7: Payment on intermediate certificate to be regarded as advance:

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

Clause 7 A: Time Limit for Payments of Final Bills:

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months if a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fail, to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8: Bills to be submitted monthly:

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

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

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

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

In case of contractors of class "A" and "AA" do not submit the bill with time fixed, the Engineer-in-charge may prepare the bill as per provision of clause 8 of the conditions of contract

but deduction @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

Clause 9: Bills to be on printed forms:

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

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

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) an authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due, to him, by Government, or his signature on the bill or other claim preferred against Jaipur Development Authority before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-à-vis the Jaipur Development Commissioner of Jaipur Development Authority.

Clause 10: Stores supplied by Jaipur Development Authority: -

If the specification of estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, for time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied; at the rate specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the performance Guarantee and or Security Deposit or the proceeds of sale, if the same is held in Jaipur Development Authority securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be the trustee of the Stores/Materials, so supplied/procured and these shall not, on any account, be removed from the site of work and shall be all times open to inspection by the Engineer-In-charge. Any such material unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional Officer's Stores. If by a notice in writing under his hand, he

shall so require, and if on service of such notice, the contractor fails to return the materials so required he shall be liable to pay the price of such materials in accordance with the provision of Clause 10B in bid. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as a foresaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractors, he shall be paid for at the price originally charged excluding storage charges, in case of material supplied from departmental stores and actual cost including freight, cartage, taxes etc. paid by the contractor, in case of supplies received with the assistance of Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in charge as to the price of the stores returned keeping in view its condition etc, shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall in addition to throwing himself open in account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply thereof, all or any such materials and stores.

Clause 10A: Rejection of materials procured by the contractor:

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

Clause 10B: Penal rate in case of excess consumption:

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

Clause 10 C: Hire of Plant and Machinery:

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

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

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

These specifications of work, material, methodology of execution, drawings and designs shall be signed by the contractor and executive Engineer while executing agreement and shall form part of agreement.

Clause 12:

The Engineer-in-charge shall have power to make any alteration omission or additions to or substitutions for the original specification, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work shall be carried out work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- (i) If the rate for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work , such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

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

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

- (a) For buildings, compound wall, plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below floors.
- (b) For abutments, pier, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling work.
- (e) For water supply lines, sewer lines underground storm water drains and similar work all items of work below ground level except items of pipe work for proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.

- (g) Any other items of similar nature which Engineer-in-charge may decide relating to foundation.

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

Clause 12A:

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 50% of the total contract value, unless otherwise mutually agreed by the Engineer-in-charge and the Contractor.

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

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

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

If at any time after the commencement of the work the Jaipur Development Authority shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the bid, to be carried out, the Engineer-in-charge shall give notice, in writing of the fact to the contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work as originally contemplated. Provided, that the contractor shall be paid the

charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the contractor provided, however that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Jaipur Development Authority stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Engineer in Charge shall be final.

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

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

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

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

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

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

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

Clause 17: Contractor liable for damage done and for imperfections:

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

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

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

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

Clause 19: Work not to be sub-let contract may be rescinded and security deposit and performance forfeited for sub-letting, bribing or if contractor becomes insolvent.

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

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

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

Clause 21: Changes in Constitution of firm:

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

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

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

Clause 23: Standing committee for Settlement of disputes:

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs.50000/- or above, whether its decision has been otherwise provided for an 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:-

1. Jaipur Development Commissioner, JDA, Jaipur -Chairman
2. Director (Engineering)-I, JDA, Jaipur
3. Director (Finance), JDA, Jaipur
4. Director (Law), JDA, Jaipur
5. Superintending Engineer, JDA, Jaipur - Member Secretary

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

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the Bid Documents. None of these documents shall be used for any purpose other than that of this contract.

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

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

Contractor shall fully indemnify the Jaipur Development Authority against any action, claim or proceeding, relating to infringement or use of any patent or design or any alleged patent or design, rights, and shall pay any royalties, which may be payable in respect of any articles or part thereof included in the contract, in the event of any, claims made under or action brought against Government. In respect of any such matters, as aforesaid, the contractor shall be immediately, noticed thereof, and the contractor shall be at liberty at his own expense, to settle

any dispute or to conduct any litigation, that may arise there from provided that the contractor shall not be liable to indemnify the Jaipur Development Authority, if the infringement of the patent or design or any alleged patent, or design, right is the direct result of an order passed by the Engineer-in-charge in his behalf.

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

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

Clause 25: Lump sums in estimates:

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

Clause 26: Action where no Specification:

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

Clause 27: Definition of work;

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

Clause 27 A: Definition of Engineer-in-charge.

The term "Engineer-in-charge" means the Executive Engineer, who shall supervise, and be in charge of the work, and who shall sign the contract on behalf of the Jaipur Development Commissioner of Jaipur Development Authority.

Clause 28:

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

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

The rates for several items of works, estimated to cost more than Rs.1000/- agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specifications. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates as he considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29A: Payments at part rates:

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

Clause 30: Contractor's percentage, whether applied to net or gross amount of bills:

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

Clause 31: Contractor to adhere to labour laws / regulation:

The contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any

compensation to his workmen which would be payable for injuries under the workmen Compensation Act, hereinafter called the said Act. If such compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, hereinafter called the said Act. If such compensation is paid by the State as Principal employer under sub Section (1) of section 12 of the said Act, on behalf of the contractor it shall be recoverable by the State from the Contractor under sub section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I of the conditions of contract.

Note: All Contractors with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act.

Clause 32: Withdrawal of work from the Contractor:

If the Engineer-in-charge shall at any time and for any reasons, whatsoever, including inability to maintain prorate progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may, by notice in writing to that effect require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor for the portion of work, so specified, and the contractor shall not be entitled to any compensation, by reason of such portion of work having been withdraw from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under Clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

Clause 33: The contractor includes clearance, leveling and dressing of site within a distance of 15 meters of the structure / building on all sides except where the building adjoins another building.

Clause 34: Project Works:

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

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

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

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

Clause 36A: The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

Clause 36B:

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

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

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

Clause 36D:

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

Clause 37: Refund of Performance Guarantee and Security Deposit:

The performance Guarantee and / or security deposit will be refunded after the expiry of the period, as prescribed below:-

- (a) In case of contracts relating to hiring of trucks and other 'T' & 'P' transportation including loading, unloading of materials, the amount of performance guarantee / security deposit is refundable along with the final bill.
- (b) Supplies of material: As per provision of the G.F. & A.R.
- (c) Ordinary repair: 3 months after completion of the work provided the final bill has been paid.
- (d) Original works / special repairs / renewal works: Six months after completion except in case of works, such as building works, bridge works, cross drainage work, Dams, canals water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the Performance Guarantee / Security Deposit will be refunded 6 months after completion or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement whichever is later, provided the final bill has been paid. (Regarding "refund of performance guarantee and security deposit").

"In case of underpass, road, bridge and CD works (original/special, repairs/renewals). The defect Liability period shall be five years after completion of works".

- (e) The Security Deposit amount shall become due and shall be paid to the contractor after expiry of Defect Liability Period of work, except for expansion joints, for which the liability period shall be 60 months.

The Security Deposit will be released in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:--

- | | | |
|---|---------------------------------|----------------------------|
| 1 | After completion of one year: | 10 % of SD Amount |
| 2 | After completion of two years: | 10 % of SD Amount |
| 3 | After completion of three years | 10 % of SD Amount |
| 4 | After completion of four years | 20 % of SD Amount |
| 5 | After completion of five years: | Remaining 50% of SD Amount |

Clause 38: Fair Wage Clause:

- (a) The Contractor shall pay not less than fair wages / minimum wages to laborious engaged by him on the work as revised from time to time by the Jaipur Development Authority but the Jaipur Development Authority shall not be liable to pay anything extra for it except as stipulated escalation clause (clause 45) of the agreement.
Explanation: Fair wage means minimum wages for time or piece work, fixed or revised, by the State Govt. the Minimum Wages Act. 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contract to the country, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers immediately or directly employed on the work, for the purpose of the contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractors Labour Regulations made, or that may be made by the Government, from time to time. With regard to payment of wages, wages period, deductions from wages,
- (d) recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (e) The Engineer-in-charge shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non - observance of the aforesaid regulations.
- (f) Vis-à-vis the Jaipur Development Authority of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the

regulations aforesaid, without prejudice to his right to claim indemnify from his sub-contractors.

- (g) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the contract.

Clause 39: Contractor to engage technical staff:

The contractor shall engage the technical staff as follows, on the contract works at his own cost for which nothing extra will be payable.

- (a) **Project Manager:** -- He should be a Graduate Engineer having overall experience of not less than 15 years. If the contractor fails to appoint such Project Manager, Rs.1,00,000.00 (Rupees One Lacs) per month will be deducted.
- (b) **Senior Site Engineer:** - One Graduate engineer having experience of 10 years. If the contractor fails to appoint such Senior Site Engineer Rs. 50,000.00 (Rupees Fifty Thousands) per month will be deducted.
- (c) **Site Engineer:** -- One Graduate/ Diploma engineer having experience of 5 years. If the contractor fails to appoint such Senior Site Engineer Rs.25,000.00 (Rupees Twenty Five Thousands) per month will be deducted.
- (d) **Quantity Surveyor :-** One Diploma engineer having experience of 2 years. If the contractor fails to appoint such Senior Site Engineer Rs.20,000.00 (Rupees Twenty Five Thousands) per month will be deducted.
- (e) However, in the event of non appointment of such Technical personals, JDA may engage such technical personals and actual salary be deducted in addition to the deductible amount mentioned in clause 39(a), (b), (c) & (d). The contractor, before appointing these Technical personals will have to got the CV approved by JDA. The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 39A: The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and orders issued, there-under, from time to time. If he fails to do so, his failure will be a breach of contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of said Act.

Clause 40: Safety of Works : The Contractor shall follow the safety code. The contractor shall be fully responsible for safety of works at site taking note of all the necessary provisions as per Employer's conditions of contract for safety, Health and Environment Manual (SHE Manual) available at Section 7, which shall be binding on the contractor. The contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case the contractor fails in the above, the Employer may provide necessary arrangements and recover the cost from contractor.

Clause 41: Near Relatives barred from tendering: The contractor shall not be permitted to bid for works, in same Circle, in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity or are subsequently employed by him and who are near relative to any gazetted officer in the organization / Department. Any breach of this condition by the contractor would render him liable to be removed from the approval list of contractors of the Department. If such facts is noticed (a) before sanction of bid, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the bid then bid sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work / remaining work may allot to any registered contractor on the same rates as per rules.

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

Clause 42: Retired Gazetted Officers barred for 2 years: No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in an Engineering Department of the Jaipur Development Authority, is allowed to work as a contractor for a period of 2 years, of his retirement from Jaipur Development Authority Service without the previous permission of Jaipur Development Authority. The contract is liable to be cancelled, if either the contractor or any of his employee found, at any time, to be such a person, who had not obtained the permission from as aforesaid before submission of the bid or engagement in the contractors service as the case may be.

Clause 43: Quality Control

The Jaipur Development Authority shall have right to exercise proper quality Control measures.

Clause 43A :

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

Clause 44: Death of Contractor:

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

Clause 45: Price Variations Clause:

If during the progress of the contract of value exceeding Rs. 50.00 lacs (accepted tendered amount minus cost of material supplied by the department) and where stipulated completion period is more than 3 months (both the conditions should be fulfilled). The price of any materials/ bitumen / diesel / petrol / cement and steel incorporated in the works (not being materials to be supplied by the department) and / or wages of labour increases or decreases, as compared to the price and / or wages prevailing at the date of opening of bid or date of negotiations for the work the amount payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/ labour / bitumen diesel / petrol / cement and steel. If negotiated rates have been accepted, prices as on the date of negotiations shall be considered for price adjustment. Similarly, if rates received on the date of opening of bids have been accepted, then prices on the date of opening of bid shall be considered for price adjustment.

Increase or decrease in the cost of labour / material / bitumen / cement / diesel and petrol shall be calculated and petrol shall be calculated quarterly in accordance with the following formula.

(a) Labour :

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

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

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

I_{i0} = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which bids were opened / negotiated (as published in Reserve Bank of India Journal / labour Bureau Shimla, for the area).

L_{i1} = The average consumer price index for industrial workers (whole-sales-price) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal / labour Bureau Shimla, for the area).

P_L = Percent of Labour components.

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

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

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

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

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

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

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

$P_M =$ Percentage of material component (excluding materials supplied for the Department).

(c) Bitumen

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

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

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

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

$B_1 =$ The official retail price of bitumen of IOC depot it nearest center for the 15 day of the month under consideration.

$P_b =$ Percentage of bitumen component of the work.

(D) Petroleum

$$V_1 = 0.75 \times \frac{P_1}{100} \times \frac{R(F_1 - F_0)}{F_0}$$

$V_1 =$ Increase or decrease in the cost of work during the month under consideration due to change in the rate for fuel and lubricants.

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

F₀ = The average wholesale price index of high speed diesel (HSD) as published by the Economic Advisor to the Government of India, Ministry of Industry on the day of opening of bid / negotiation.

F₁ = The average wholesale price index HSD for the quarter under consideration as published weekly by the Economic Advisor to the Govt. of India, Ministry of Industry for the quarter under consideration.

P₁ = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

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

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

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

(e) Cement

$$V_c = \frac{0.75 \times P_c \times R (L_{CI} - L_{CO})}{100 \quad L_{CO}}$$

V_c = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of cement.

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

L_{CO} = The average wholesale price index for the quarter in which bids were opened / negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).

L_{CI} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

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

(F) Steel

$$V_s = \frac{0.75 \times P_c \times R (L_{S1} - L_{SO})}{100 \quad L_{SO}}$$

Vs = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of Steel (Long).

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

L_{SO} = The average wholesale price index for the quarter in which bids were opened/negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).- For Steel (Long)

L_{S1} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).- For Steel (Long).

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

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

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

Where :

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

P₀ = Price quoted/confirmed

M_{P0} = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulleting, Revised Index Number of Wholesale Price (Base 1981-82 =100 for the week ending first Saturday of the relevant calendar month). The relevant month shall be that in which price was offered or negotiated whichever is later.

W₀ = All India Average Consumer Price Index Number for Industrial Workers (Base : 1982 = 100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar Month. The relevant Month shall be that in which price was offered or negotiated whichever is later.

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

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

Note-1 The wholesale price index number for metal products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this price variation clause, the final index figures shall apply.

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

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

GENERAL CONDITIONS FOR ADMISSIBILITY OF ESCALATION

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

(a) Labour	-Percent
(b) Material	-Percent
(c) Bitumen	-Percent
(d) Petroleum	-Percent
(e) Cement	-Percent
(f) Steel Reinforcement	-Percent
Total	-	100%

Note: - Will be intimated separately

3. While allowing price escalation the following shall be deducted from the value of the of work done ® (a) cost of material supplied by the department (b) cost of services rendered as per clause 34 (c) of secured Advance/any advance added earlier but deducted agreed rates. now after work is measured (d) cost of extra items, the rates for which have been worked out based on market rates/ mutually agreed rates.
4. The first statement escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement cost of work done during every quarter shall be taken into account. At the completion of work the work done during the last quarter of fraction there of shall be taken into account.
5. For the purpose of reckoning the work done during any period the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion as finally recorded by the competent authority in the measurement Book shall be the criterion.
6. The index relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only the work that is carried out with the stipulated time or extension thereof as are not attributable to the contractor.

8. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less the value of work actually done excluding cost of Material supplied by the Department exceeds Rs. 50 lac and completion period is more than 6 months then escalation would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 6 months or less but actual period of extension exceeds beyond 6 months on account of reasons not attributable to contractor escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein shall be entertained.
12. If the period of completion including extended period attributable to Jaipur Development Authority exceeds twelve months but cost does not exceeds more than Rs. 50 lacs no escalation is admissible.
13. Similarly if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to Jaipur Development Authority is less than 6 months no escalation is admissible.
14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non pub location of indices in concede quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement both the conditions (completion period 6 months and amount of work Rs. 50 lac for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to Jaipur Development Authority both the conditions become fulfilled in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lacs and in period of work beyond 6 months.
17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorised representative of Jaipur Development Authority and further shall at the request of the Engineer in charge furnish verified in such a manner as the Engineer in charge may require any documents so kept and such other information as the Engineer in charge may require.

Clause 46 Force Majeure:

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

Clause 47: General discrepancies and errors:

In case of percentage rate bids if there is any typographical or clerical error in the rates shown by the Department in the “G” schedule the rates as given in the basic schedule of Rates of the Department of the area shall be taken as correct.

Clause 48: Post payment audit & technical examination:

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

Clause 48A : Pre check or post check of Bills:

The Jaipur Development Authority shall have right to provide a system of pre-check of contractor bills by specified organisation and payment by an Engineer or an accounts officer/Sr. Accounts Officer/Chief Accounts Officer/ Financial advisor as the Jaipur Development Authority may in its absolute discretion prescribe any overpayments/excess payments detected as a result of such pre-check or post check of contractor’s bills can be recovered from the contractor’s bills in the manner herein before provided and the contractor will refund such over/excess payments.

Clause 48 B: Check Measurements:

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

Clause 49: Dismantled Materials:

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

Clause 50: Recovery from contractors:

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

The department shall further have the right to affect such recoveries under public Demands recovery Act.

Clause 51: Jurisdiction Court:

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

Schedule of Material to be supplied by the Department if available

(Referred is in Clause 10)

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

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

The following Machinery/ T & P shall be supplied by the Department if available to the contractor on hire as per rules of the Department for supply for machinery /T& P to the contractors on hire charges (Referred to in Clause 10 C)

S.No.	Item	Rate (Rs.)	Place of Delivery Return
1	NIL	NIL	

Progress Statements referred to in clause 2 of conditions of contract.

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

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

DatedSignature Dated.....Signature of Contractor

Notes: For Filling in the Progress Statement Form

1. Columns 2,3 and 4 must be initialed and dated by the contractor
2. Column 4 must be initialed and dated by the JDA or other duly authorized Engineer also.
3. The date in column 2 correspond to the date on which the order to commence work is given to the contractor read with clause 2 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in sub clause (e) of the Memorandum below bid for works:
5. Column 4 this will ordinarily be worked out proportionately thus for example if 240000/- is the cost of whole or portion of work bided for and six months period of completion then the monthly rate of progress should be Rs. 4000. If necessary quantities may also be specified in this column at the discretion of the JDA.
6. The certificate as to intimation of acceptance of bid printed at the foot of the form must be signed and dated both by the Director (Engineering)-I or other duly authorized Engineer and the contractor.

ANNEXURE TO APPENDIX XI
RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS

LABOUR REGULATIONS

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

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

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

6. Wage Book and Wage Slips etc.

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

7. Fines and deductions which may be made from wages:

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

- (i) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.
- (ii) No fine imposed on any worker shall be recovered from him by installments or after expiry of 60 days from the date on which it was imposed.
- 8. Register of fines etc. :** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made. The Contractor shall maintain both in English and local Indian Language a list approved by the labour Commissioner clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in a good condition in conspicuous place on the work.
- 9. Preservation of Register:** The wage register, the wage card and the register of fines deduction required to be maintained under these regulations, shall be preserved for 12 months after the date or the 1st entry made in them.
- 10. Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.
- 11. Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized as aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the defaults has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned in case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Commissioner had give decision on such appeal.
- 12. Appeal against the decision of labour Welfare Officers:** Any person aggrieved by the decision and recommendation of the Labour Officer or other persons, so authorised, and may appeal against. Such decision to the Labour Commissioner within 30 days from the date do decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.
- 12-A.** No Party shall be allowed to be represented by a lawyer during any investigation enquiry appeal or any other proceedings
- 13. Inspection of Wage Books and Slips :** The contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his

agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.

- 14. Submission of Returns:** The contractor shall submit periodical returns as may be specified from time to time.
- 15. Amendments:** The Jaipur Development Authority may from time to time add to or amend these regulations and on any questions as to the application interpretation effect of these regulations the decision of the Labour commissioner to the Jaipur Development Authority or any other person authorised by the State Jaipur Development Authority in that behalf shall be final. Progress Statement referred to in Clause 3 of Conditions of Contract.

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

The contractor has been informed that this bid has been accepted.

Date :

Date:

Sig. Engineer in charge

Sig. Contractor

**NOTES FOR FILLING IN THE PROGRESS STATEMENT FROM THE LAST
PAGE**

1. Columns 2,3 and 4 must be signed and dated by the contractor,
2. Column 4 must be signed and dated by the Director (Engineering) or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence works is given to the contractor specified in line 3 clause 2 page 3 of the conditions or contract.
4. The date in column 3 must correspond to the period stated in clause (f) page 2 of the bid.
5. Column 4. This will ordinarily be worked out proportionately thus ,for example, if ` . 240000/- is the cost of the whole or portion of work bided for and six months period of completion then the monthly rate of progress should be Rs. 4000. If necessary, quantities may also be specified in this column at the discretion of the JDA.
6. The certificate as to intimation acceptance of bid printed at the foot of the form must be signed and dated both by the JDA or other duly authorised Engineer and the Contractor.

**SCHEDULE OF FAIR WAGE TO BE GIVEN BY EXECUTIVE ENGINEER
LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED**

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

(Signature of contractor)

(Signature of Engineer)

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Name Of Work : Outer development of Rajasthan International Centre Near OTS Jaipur

Contract No: EE-Project-II/02/2017-18

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1.00	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	2490.86	cum	111.60	277979.42	INR Two Lakh Seventy Seven Thousand Nine Hundred & Seventy Nine and Paise Forty Two Only
2.00	Excavating trenches of required width for pipe cables, etc. including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1.5 Mtr. including taking out the excavated soil, and then returning the soil as required in layers not exceeding 20cm in depth including consolidating each deposited layer by ramming, watering etc. and disposal of surplus excavated soil as directed within a lead of 50 Mtr.: All kinds of soil					
2.10	Pipes cables etc. not exceeding 80mm dia	345.00	mtr	72.00	24840.00	INR Twenty Four Thousand Eight Hundred & Forty Only
3.00	Add extra for foundation/trenches/drains for every additional lift of 1.5 Mtr. or part thereof in					
3.10	All kinds of soil					
3.11	Add Extra for lift above 1.5 mtr to 3 mtr	27.00	cum	21.60	583.20	INR Five Hundred & Eighty Three and Paise Twenty Only
4.00	Filling available excavated earth (excluding rock) in trenches, plinth side of foundation etc. in layers not exceeding 20 cm. in depth, consolidating each deposited layer by ramming and watering including lead up to 50 meter and with all lift.	559.50	cum	40.50	22659.75	INR Twenty Two Thousand Six Hundred & Fifty Nine and Paise Seventy Five Only
5.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.					
5.10	1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	555.26	cum	2058.30	1142881.37	INR Eleven Lakh Forty Two Thousand Eight Hundred & Eighty One and Paise Thirty Seven Only
6.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.					
6.10	M15 grade Nominal Mix 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	6.80	cum	2882.70	19587.95	INR Nineteen Thousand Five Hundred & Eighty Seven and Paise Ninety Five Only

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
7.00	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.					
7.10	M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size).	8.56	cum	2398.50	20528.76	INR Twenty Thousand Five Hundred & Twenty Eight and Paise Seventy Six Only
8.00	Providing and laying in position specified grade of cement concrete for all RCC structural elements upto plinth level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1 cement: 3 coarse sand) and making good the joints and cost of plastizers(if required) excluding the cost of centering, shuttering and reinforcement. M20 grade Nominal Mix / Design Mix	1148.83	cum	2961.00	3401694.51	INR Thirty Four Lakh One Thousand Six Hundred & Ninety Four and Paise Fifty One Only
9.00	Centering and Shuttering with plywood or steel sheets including strutting, propping bracing both ways and removal of formwork for foundation , footings, strap beam, raft , bases of columns etc.	975.68	sqm	99.00	96592.32	INR Ninety Six Thousand Five Hundred & Ninety Two and Paise Thirty Two Only
10.00	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for :					
10.10	Walls (any thickness) including attached pilasters, buttresses plinth and string course.	4085.72	sqm	180.90	739106.75	INR Seven Lakh Thirty Nine Thousand One Hundred & Six and Paise Seventy Five Only
11.00	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork for upto floor five level for :					
11.10	Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands, coping bed plates, anchor blocks, sills, chhajjas, lintel, beam, plinth beam etc.	54.90	sqm	212.40	11660.76	INR Eleven Thousand Six Hundred & Sixty and Paise Seventy Six Only
12.00	Add extra for additional height in centring, shuttering where ever required with adequate bracing, propping etc. including cost of de-shuttering and decentring at all levels, over a height of 3.5 m, for every additional height of 1 metre or part thereof (Plan are is to be measured)	109.80	sqm	107.10	11759.58	INR Eleven Thousand Seven Hundred & Fifty Nine and Paise Fifty Eight Only
13.00	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level.					
13.10	Thermo-mechanically Treated bars (Conforming of relevent IS code)	70994.13	Kg	62.10	4408735.16	INR Forty Four Lakh Eight Thousand Seven Hundred & Thirty Five and Paise Sixteen Only

Tender Inviting Authority: JAI PUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Name Of Work : Outer development of Rajasthan International Centre Near OTS Jaipur

Contract No: EE-Project-II/02/2017-18

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
14.00	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in:					
14.10	Cement Mortar 1:6 (1-Cement : 6-Sand).	187.65	cum	1770.30	332196.80	INR Three Lakh Thirty Two Thousand One Hundred & Ninety Six and Paise Seventy Nine Only
15.00	Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish :					
15.10	20mm thick .	73.80	sqm	107.10	7903.98	INR Seven Thousand Nine Hundred & Three and Paise Ninety Eight Only
16.00	Finishing with neat cement (punning).	65.21	sqm	23.40	1525.91	INR One Thousand Five Hundred & Twenty Five and Paise Ninety One Only
17.00	Stone work (machine cut edges) for Wall cladding/ Veneering work up to 10m height with 20 to 30 mm thick Red Sand Stone (Karauli) and backing filled with a grout of 12mm thick cement mortar 1:3 (1 cement : 3 coarse sand) including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment matching the stone shade :(To be secured to the backing by means of cramps which shall be paid separately)					
17.10	Exposed face rough dressed	2082.00	sqm	1131.30	2355366.60	INR Twenty Three Lakh Fifty Five Thousand Three Hundred & Sixty Six and Paise Sixty Only
18.00	Providing and fixing stainless steel cramps of required size and shape for anchoring stone wall lining to the backing or securing adjacent stones in stone wall lining in cement mortar 1:2 (1 cement : 2 coarse sand) including making the necessary chases in stone and holes in walls wherever required.	999.36	Kg	489.60	489286.66	INR Four Lakh Eighty Nine Thousand Two Hundred & Eighty Six and Paise Sixty Six Only
19.00	Supplying and fixing machine cut fine dressed Red/Pink sand stone dasa or coping, with full moulding if required laid on cement mortar 1:4 including pointing with admixture of pigment matching with the stone shade.					
19.10	50 mm thick	771.25	sqm	909.00	701066.25	INR Seven Lakh One Thousand & Sixty Six and Paise Twenty Five Only
20.00	Providing and fixing steel gate, grating , and grills made of angles, tees, square bars, flats, or black pipe with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide	51900.00	Kg	66.60	3456540.00	INR Thirty Four Lakh Fifty Six Thousand Five Hundred & Thirty Nine and Paise One Hundred Only

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
21.00	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, making of lines or groove etc complete but excluding the cost of nosing of steps etc. complete.					
21.10	75mm thick with 20mm thick nominal size aggregate.	109.68	sqm	286.20	31390.42	INR Thirty One Thousand Three Hundred & Ninety and Paise Forty Two Only
22.00	Fine dressed & machine cut edges 30-35 mm thick sand stone flooring over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) jointed grey cement slurry mixed with pigment to match the shade of stone complete as per design drawing and instruction of EI.					
22.10	Mandana stone	855.00	sqm	550.80	470934.00	INR Four Lakh Seventy Thousand Nine Hundred & Thirty Three and Paise One Hundred Only
23.00	Kota stone slab flooring 25 mm thick over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand)					
23.10	For area of each slab from 2001 to 5000 Sq.Cm	855.00	sqm	638.10	545575.50	INR Five Lakh Forty Five Thousand Five Hundred & Seventy Five and Paise Fifty Only
24.00	Providing and fixing 1st quality standard white, grey, ivory, fume red brown, light green, light blue and other light shades glazed tiles confirming to IS : 13753 & IS :15622 of size 200mm x 300mm in walls, floors, steps, pillars etc. laid on a bed of neat cement slurry finished with flush pointing in the white cement mixed with pigment to match the shade of the tile complete (excluding the cost of cement plaster on walls and pillar).	566.79	sqm	462.60	262197.05	INR Two Lakh Sixty Two Thousand One Hundred & Ninety Seven and Paise Five Only
25.00	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :					
25.10	Two or more coats on new work	975.00	sqm	39.60	38610.00	INR Thirty Eight Thousand Six Hundred & Ten Only
26.00	Providing and Placing in position suitable PVC water stops conforming to IS:12200 for construction/ expansion joints between two RCC members and fixed to the reinforcement with binding wire before pouring concrete etc. complete :					

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
26.10	Dumb bell with central bulb (180 mm wide, 8 mm wide)	168.00	R.Mtr.	340.20	57153.60	INR Fifty Seven Thousand One Hundred & Fifty Three and Paise Sixty Only
27.00	Excavation in Cutting in Soil					
27.10	Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRD Specification Clause 302.3	2488.50	cum	26.10	64949.85	INR Sixty Four Thousand Nine Hundred & Forty Nine and Paise Eighty Five Only
28.00	Earth, sand, lime, morrum manure or sludge					
28.10	For 5 Km.	195.65	cum	45.90	8980.34	INR Eight Thousand Nine Hundred & Eighty and Paise Thirty Three Only
29.00	Earth, Sand, Lime, Morrum manure or sludge					
29.10	For 10 Km.	1252.00	cum	67.05	83946.60	INR Eighty Three Thousand Nine Hundred & Forty Six and Paise Sixty Only
30.00	Granular Sub-base with Well Graded Material (Table 400.1)					
30.10	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per table 600-1, cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, laid with a paver with electronic sensor, compacting with 8-10 tonnes vibratory roller, finishing and curing.	414.75	cum	2151.00	892127.25	INR Eight Lakh Ninety Two Thousand One Hundred & Twenty Seven and Paise Twenty Five Only
31.00	Construction of Embankment with Material Obtained from Roadway Cutting Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of Tables 300.1 and 300.2 as per MoRD Specification Clause 301.5	1252.50	cum	31.50	39453.75	INR Thirty Nine Thousand Four Hundred & Fifty Three and Paise Seventy Five Only
32.00	Note :- Deduct if excavated earth as per item No. 3.5 (ii) is used and pushed for filling in embankment.	1252.50	cum	-3.60	-4509.00	INR Minus Four Thousand Five Hundred & Nine Only

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
33.00	By Mix in Place Method Construction of granular sub-base by providing well graded material, spreading in uniform layers with Tractor Mount Grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Specification Clause 401.					
33.10	For Grading III Material	829.50	cum	351.00	291154.50	INR Two Lakh Ninety One Thousand One Hundred & Fifty Four and Paise Fifty Only
34.00	Construction of un-reinforced, dowel jointed, plain cement concrete pavement over a prepared sub base with 43 grade cement, coarse and fine aggregate conforming to IS 383, maximum size of coarse aggregate not exceeding 25 mm, replacing cement by fly ash to the extent of 15 per cent and sand by 10 per cent, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealant primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades as per drawing					
34.10	CC design mix grade M30	1036.88	cum	5358.00	5555576.25	INR Fifty Five Lakh Fifty Five Thousand Five Hundred & Seventy Six and Paise Twenty Five Only
35.00	Marking Centre Line and stop lines etc. on road as per IRC pattern with thermoplastic paint of approved quality and make with 8% glass beads laid on the road surface at temperature 160° C with a special applicator machine complete with a special applicator machine complete with labour material and traffic diversion arrangements.	450.00	sqm	436.50	196425.00	INR One Lakh Ninety Six Thousand Four Hundred & Twenty Five Only
36.00	Providing and fixing PVC Bump Speed Breakers size 350 mm x 250 mm x 50 mm fitted with key hooks complete with labour material and traffic diversion arrangements.	38.00	R.Mtr.	1926.00	73188.00	INR Seventy Three Thousand One Hundred & Eighty Eight Only
37.00	Cutting of construction joint/ longitudinal joint 4 to 6 mm. wide & 75 to 100 mm deep using mechanical concrete cutter including cost of diamond bit cutting wheel and filling of bitumen sealing compound in groove including cost of sealing compound.	1250.00	mtr	46.80	58500.00	INR Fifty Eight Thousand Five Hundred Only
38.00	Supply & fixing of M-20 grade precast cement concrete Kerb or Dand upto 60 cm length over 20 mm thick base of cement mortar 1:6 including jointing earth work, painting & jointing with cement mortar 1:4 of size					

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
38.10	(22.5 x 25) / 2 x 30 cm	920.00	R.Mtr.	328.50	302220.00	INR Three Lakh Two Thousand Two Hundred & Twenty Only
39.00	Direction and Place Identification signs upto 0.9 sqm size board					
39.10	Retro-reflectorised Traffic Signs					
39.20	Providing and erecting direction and place identification retro-reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide Clause 1701.2.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on a mild steel single angle iron post 75 x 75 x 6 mm firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 x 450 x 600 mm, 600 mm below ground level as per approved drawing and MoRD Specification Clause 1701	2.00	sqm	9288.00	18576.00	INR Eighteen Thousand Five Hundred & Seventy Six Only
40.00	P & F G.I. Pipes (External Work) with G.I. fittings excluding union (IS : 1239 Mark) including trenching & refilling earth etc.					
40.10	40mm dia nominal bore					
40.11	B' Class	50.00	mtr	234.00	11700.00	INR Eleven Thousand Seven Hundred Only
40.20	50mm dia nominal bore					
40.21	B' Class	210.00	mtr	302.40	63504.00	INR Sixty Three Thousand Five Hundred & Three and Paise One Hundred Only
40.30	65mm dia nominal bore					
40.31	B' Class	100.00	mtr	381.60	38160.00	INR Thirty Eight Thousand One Hundred & Sixty Only
40.40	80mm dia nominal bore					
40.41	B' Class	135.00	mtr	482.40	65124.00	INR Sixty Five Thousand One Hundred & Twenty Four Only
	COCKS, MIXERS, DIVERTORS & VALVES Note : (a) The rates are for ISI marked item. (b) If the items are Non-ISI marked, reduce the rate by 25%.					
41.00	P & F Ball Cock (IS :1703 Mark) with Rod & P.V.C. Ball complete :					

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Name Of Work : Outer development of Rajasthan International Centre Near OTS Jaipur

Contract No: EE-Project-II/02/2017-18

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
41.10	Brass wt.1000 gm, 25mm.	20.00	Each	257.40	5148.00	INR Five Thousand One Hundred & Forty Eight Only
41.20	Brass wt.1000 gm, 32mm.	10.00	Each	282.60	2826.00	INR Two Thousand Eight Hundred & Twenty Six Only
41.30	Brass wt.1200 gm 40mm.:	20.00	Each	431.10	8622.00	INR Eight Thousand Six Hundred & Twenty Two Only
41.40	Brass wt.2000 gm 50mm.	20.00	Each	465.30	9306.00	INR Nine Thousand Three Hundred & Six Only
42.00	P & F Full-way Valve (IS:778 Mark) or wheel valve of approved make :					
42.10	Gun-metal 65mm nominal bore.	5.00	Each	1312.20	6561.00	INR Six Thousand Five Hundred & Sixty One Only
42.20	Gun-metal 80mm nominal bore.	5.00	Each	1945.80	9729.00	INR Nine Thousand Seven Hundred & Twenty Nine Only
43.00	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings, this included jointing of pipes & fittings with one step CPVC solvent cement , trenching refilling & testing of joints complete as per direction of Engineer in Charge. (External work).					
43.10	25 mm nominal outer dia pipes	20.00	R.Mtr.	145.80	2916.00	INR Two Thousand Nine Hundred & Sixteen Only
43.20	32mm nominal outer dia pipes	20.00	R.Mtr.	190.80	3816.00	INR Three Thousand Eight Hundred & Sixteen Only
43.30	40 mm nominal outer dia pipes	20.00	R.Mtr.	261.90	5238.00	INR Five Thousand Two Hundred & Thirty Eight Only

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Name Of Work : Outer development of Rajasthan International Centre Near OTS Jaipur

Contract No: EE-Project-II/02/2017-18

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
43.40	50 mm nominal outer dia pipes	400.00	R.Mtr.	430.20	172080.00	INR One Lakh Seventy Two Thousand & Eighty Only
44.00	Construction of chamber in all type of soil with 300 mm thick masonry in CM 1:6 m, 10 cm thick C.C. 1:5:10 in foundation, 20mm thick insider plaster in Cm 1:6, finished with floating neat cement, 50mm thick M-15 grade C.C. flooring , earthwork etc. complete as per design including disposal of surplus earth within a lead of 50 mtr.					
44.10	Inside size 300 X 300 mm depth upto 0.5 M Cement cover with frame.	10.00	Each	620.10	6201.00	INR Six Thousand Two Hundred & One Only
44.20	Inside size 600 x 450 mm depth upto 0.5 M Cement cover with frame.	10.00	Each	2142.00	21420.00	INR Twenty One Thousand Four Hundred & Twenty Only
45.00	Providing, and Laying and jointing of UPVC class IV (8 kg/cm ²) ISI marked pipe with socket suitable for electromeric sealing ring type joint (ESR) in assorted length with fixing of PVC/C.I. Special (excluding cost of valve) fixing at CID Joint after cutting, tapering etc. This include the excavation of trench upto 1.5 mtr. depth in all type of soil cutting of road surface pavement where required lft upto 1.5 mt. stacking the soil clear form the edge of excavation and refilling of soil after laying and jointing of pipe line with proper compactin and disposing of all surplus oil as directed with in lead of 30 mtr. This also include getting the pipe line tested and site clearance etc. complete job (Make of pipe KISAN, FINOLEX). (D-547 dt. 20.12.2011)					
45.10	315 mm	262.56	R.Mtr.	4397.00	1154476.32	INR Eleven Lakh Fifty Four Thousand Four Hundred & Seventy Six and Paise Thirty Two Only

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
46.00	Providing Laying and Jointing of 250mm dia RCC S&S Class NP-2 ISI marked pipe with anti corrosive bitumen paint of approved brand (two or more coats) (IS458:1988) amended upto date) approved make with ISI marked rubberring /gasket lubricants etc. with 10 cm thick and 45 cm wide plain cement concrete 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size) bedding and haunching up to ¼ of outer dia of pipe of sewer and laying RCC S&S pipes conforming to IS:783-1995 (Amended upto date) with hydraulic testing of sewer line including cost of water and equipment for testing. The work includes earthwork in all types of soil such as murrum, sand, silt, black cotton soil, kankar etc. disposing off surplus excavated material within a lead of 50 meter including cost of close timbering shoring & strutting and than refilling of trenches with excavated material, watering and ramming barricading along trenches as per drawings & specification complete in all respe, 125 mm thick having 560 mm and 1200 mm internal diameter at top & bottom respectively, fitted w					
46.10	At av. Depth 1.5 meter [From 1.50 m to 1.79 m]	550.00	mtr	471.00	259050.00	INR Two Lakh Fifty Nine Thousand & Fifty Only
47.00	Providing Laying and Jointing of 300mm dia RCC S&S Class NP-2 ISI marked pipe with anti corrosive bitumen paint of approved brand (two or more coats) (IS458:1988) amended upto date) approved make with ISI marked rubberring /gasket lubricants etc. with 10 cm thick and 50 cm wide plain cement concrete 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size) bedding and haunching up to ¼ of outer dia of pipe of sewer and laying RCC S&S pipes conforming to IS:783-1995 (Amended upto date) with hydraulic testing of sewer line including cost of water and equipment for testing. The work includes earthwork in all types of soil such as murrum, sand, silt, black cotton soil, kankar etc. disposing off surplus excavated material within a lead of 50 meter including cost of close timbering shoring & strutting and than refilling of trenches with excavated material, watering and ramming barricading along trenches as per drawings & specification complete in all respe, 125 mm thick having 560 mm and 1200 mm internal diameter at top & bottom respectively, fitted w					
47.10	At av. Depth 1.5 meter [From 1.50 m to 1.79 m]	80.00	mtr	585.00	46800.00	INR Forty Six Thousand Eight Hundred Only

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
48.00	Construction of Pre-cast RCC M-40 grade circular manhole chamber up to invert depth 1.79 meter having 1000 mm internal diameter including required excavation of earth in all types of soils such as murrum, sand, sandy silt, black cotton soil, hard soil, kankar etc. disposing of surplus excavated material within a lead of 50 meter. The work includes laying of 150mm thick plain cement concrete 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size) 1600 mm dia bedding in foundation, providing and laying of plain cement concrete 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate) in channel & circular starter base wall up to 50 mm above outer dia. of sewer pipe and P&F in position of 125 mm thick 150/225 mm high pre-cast M40 grade cement concrete ring at bottom and consecutive standard size 300 mm high rings. The work includes P&F pre-cast reinforced cement concrete eccentric conical piece of M40 grade, 125 mm thick having 56, 125 mm thick having 560 mm and 1200 mm internal diameter at top & bottom respectively, fitted with Ferro-cement cover of 33 kg					
48.10	For 250 mm dia Sewer line					
48.20	At av. Depth 1.5 meter [From 1.50 m to 1.79 m]	10.00	Each	7968.00	79680.00	INR Seventy Nine Thousand Six Hundred & Eighty Only
49.00	Construction of Pre-cast RCC M-40 grade circular manhole chamber for invert depth from 1.800 meter to 2.990 meter having 1200 mm internal diameter including required excavation of earth in all types of soils such as murrum, sand, sandy silt, black cotton soil, hard soil, kankar etc., disposing of surplus excavated material within a lead of 50 meters. The work includes laying of 150 mm thick plain cement concrete 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size) 1800 mm dia bedding in foundation, providing and laying of plain cement concrete 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate) in channel & circular starter base wall up to 50 mm above outer diameter of sewer pipe and P&F in position of 125 mm thick 150/225 mm high precast M-40 grade cement concrete ring at bottom and consecutive standard size 300 mm high rings. The work includes P&F pre-cast reinforced cement concrete eccentric conical piece of M40 grade, 125 mm thick having 560 mm and 1200 mm internal diameter at top & bottom respectively, fitted with Ferro-cement cover of 33 kg Cast Iron double seal ring & frame (heavy-duty) etc., to withstand for Class-AA loading including supply and fixing of Ferro-cement foot steps and sealing of all joints with cement mortar 1:1 complete job as per detailed specifications, drawings and directions of Engineer-In-charge, for following average invert depths: (D-142 Dt. 28.04.2008)					

Tender Inviting Authority: JAI PUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Name Of Work : Outer development of Rajasthan International Centre Near OTS Jaipur

Contract No: EE-Project-II/02/2017-18

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
49.10	For 300 mm dia Sewer line					
49.20	At av. Depth 2.4 meter [From 2.40 m to 2.69 m]	1.00	Each	12935.00	12935.00	INR Twelve Thousand Nine Hundred & Thirty Five Only
50.00	Providing and fixing of Reinforced Ferro cement Drain cover designed for class "AA" loading duly marked on cover with adequate steel reinforcement having thickness 75 mm to 150 mm anti- corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks admixture like plasticizer bond improving compound shrinkage resistance compound abrasion resistant complete as per approved design etc.					
50.10	for drain Opeining Size 1201 to 1500 mm Standard Drain Cover Size 2100mm x 500mm x 150mm	18.00	sqm	2871.00	51678.00	INR Fifty One Thousand Six Hundred & Seventy Eight Only
51.00	Supply &fixing of Fiber reinforced Ferro cement drain cover (light duty) designed for side drain for class "B" Road loading duly marked on cover with adequate steel reinforcement having thickness 50 mm to 75 mm anti corrosive bitumen painted M.S. plate Rim and on M.S. lifting hooks additives & admixture like plasticizer shrinkage resistance compound abrasion resistant as per approved drawing and design complete in all respect.					
51.10	for drain Opeining Size 300 to 450 mm Standard Drain Cover Size 600mm x 1200mm x 50mm	4.80	sqm	540.00	2592.00	INR Two Thousand Five Hundred & Ninety Two Only
52.00	Providing, Laying & Jointing R.C.C. class NP-2 Non-Pressure pipes (IS : 458mark) of approved make with collars, jointed with C.M. 1:2 or having Spigot and socket ends with flexible rubber rings joint including testing of joints etc. complete :					
52.10	200mm dia Internal	6.52	mtr	402.30	2623.00	INR Two Thousand Six Hundred & Twenty Two and Paise One Hundred Only
52.20	300mm dia Internal	36.00	mtr	603.90	21740.40	INR Twenty One Thousand Seven Hundred & Forty and Paise Forty Only

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
53.00	Construction of Tube-well upto 100 Meter depth and above in all type of rocks by DTH system and over burden, to accommodate casing pipe of following sizes in all types of soils and over burden including lowering of casing pipes, but excluding cost of casing pipes as per IS : 2800 (Part I & II) 1979 specifications. The work would be completed after obtaining sand free water. The tube well should have a throughout bore as per nominal dia of casing pipe:					
53.10	200 mm dia Nominal bore.	280.00	R.Mtr.	742.50	207900.00	INR Two Lakh Seven Thousand Nine Hundred Only
54.00	Construction of tube-well from ground levels and upto 100 Meter depth and above to accommodate housing and assembly pipe of following sizes in all types of alluvium strata by percussion/ rotary drilling method and with gravel as per IS:4097-1967 and packing as per IS:2800 (Part I -& II) 1979 as amended upto date (the work includes the cost of gravel & its primary packing and packing during development, lowering of housing & strainer assembly pipes, with supply and wrapping of coir-rope, wherever necessary, for arresting fine sand particles. The work will not include cost of housing pipe and strainer pipe assembly and development work, but work would be completed after obtaining sand free water).					
54.10	200 mm Nominal Bore.	300.00	R.Mtr.	1089.00	326700.00	INR Three Lakh Twenty Six Thousand Seven Hundred Only
55.00	Development of tube well as per IS specification using suitable compressor to give sand free water for required yield of the gravel packed tube well.	100.00	Hours	445.50	44550.00	INR Forty Four Thousand Five Hundred & Fifty Only
56.00	Supply of ERW M.S. black casing pipe ISI marked (IS:4270/1992) of grade Fe410 of following sizes at site of work. Nominal bore of pipe (mm)					
56.10	200 Nominal bore of pipe (mm)	150.00	mtr	1413.00	211950.00	INR Two Lakh Eleven Thousand Nine Hundred & Fifty Only
57.00	Supply of strainer pipes made of ERW M.S. black pipe ISI mark of following sizes at the site of work including required size of slotting as per IS:8110-1985.					
57.10	150 mm Nominal Bore.	150.00	mtr	1224.90	183735.00	INR One Lakh Eighty Three Thousand Seven Hundred & Thirty Five Only

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Name Of Work : Outer development of Rajasthan International Centre Near OTS Jaipur

Contract No: EE-Project-II/02/2017-18

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
58.00	Testing verticality of tube-well by plumbing system and yield test and draw down test by pumping system as per IS: 2800 (Part II) 1979.	2.00	Each	6237.00	12474.00	INR Twelve Thousand Four Hundred & Seventy Four Only
59.00	S & F tube well cover of M.S.sheet (6mm thick) with nuts and bolts complete for casing size:					
59.10	200mm dia	2.00	Each	277.20	554.40	INR Five Hundred & Fifty Four and Paise Forty Only
60.00	S & F M.S. clamp, set of 50 ×6mm flat iron with nuts and bolts etc. for holding the riser pipe assembly of submersible pump set.	2.00	Each	198.00	396.00	INR Three Hundred & Ninety Six Only
61.00	Construction of 185 cm. dia platform as per approved design and drawing of UNICEF.	2.00	Each	2178.00	4356.00	INR Four Thousand Three Hundred & Fifty Six Only
62.00	Construction of tubewell up to 100m depth and above to accommodate housing and assembly pipe in all types of alluvium strata by rotay drilling method with "code of practice for construction and testing of tubewells (IS:2800 (Part-II) : 1991 and IS:2800 (Part-II) :1979 both amended up to date) with supply of bail plug if necessary.The work will not include cost of housing pipe and strainer pipe assembly cost, gravel and development work. Work would be deemed completed only after obtaining sound free water during pumping.					
62.10	250 mm nominal bore	180.00	R.Mtr.	1188.00	213840.00	INR Two Lakh Thirteen Thousand Eight Hundred & Forty Only
63.00	Construction of Recharge Shaft in filter pit including Earth work Excavation , lifting excavated earth with all lift and 50 m lead and centering & shuttering evenever required.					
63.10	Diameter 900 mm	6.00	R.Mtr.	198.00	1188.00	INR One Thousand One Hundred & Eighty Eight Only
64.00	Supply & fixing Pre-cast RCC Rinngs at the mouth of recharge shaft of M20 mix with 40 mm thickness					
64.10	Diameter 900 mm	6.00	R.Mtr.	569.70	3418.20	INR Three Thousand Four Hundred & Eighteen and Paise Twenty Only

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
65.00	Supply & lowering air line of 25mm dia, G.I. pipe 'B' class having perforation 3 to 5mm size all arrow of G.I. pipe in Zig-Zag fashion & making air vent at top including the cost of Tee-Nipples, Elbow, Socket etc.	6.00	R.Mtr.	223.20	1339.20	INR One Thousand Three Hundred & Thirty Nine and Paise Twenty Only
66.00	Supply and lowering vent air pipe 63mm dia rigid PVC pipe(IS 4985) mark class II (4kg per cm ²) with required all necessary fittings including perforation of 3 to 5 mm size all around the pipe at a distance of 180 to 220mm in zig zag fashion and making air vent at top complete as per direction of Engineer incharge.	180.00	R.Mtr.	114.30	20574.00	INR Twenty Thousand Five Hundred & Seventy Four Only
67.00	Supply & lying River-gravels of following sizes in recharge shaft, filter pit after screening & washing from kachha shift without deduction of voids					
67.10	Size 9 to 12 mm	50.91	cum	1485.00	75601.35	INR Seventy Five Thousand Six Hundred & One and Paise Thirty Five Only
67.20	Size 3 to 5 mm	78.50	cum	2178.00	170973.00	INR One Lakh Seventy Thousand Nine Hundred & Seventy Three Only
68.00	Supply & laying of clean, clear sharp river sand of size 1 to 2mm coarse, without deduction of voids.	8.50	cum	2772.00	23562.00	INR Twenty Three Thousand Five Hundred & Sixty Two Only
69.00	Dry sinking of well; true and vertical in all type of soils including sand, silt, clay mixed up to 25% with gravel and river bed stones up to size 300 mm in any directions complete as per drawing and technical specifications for depth up to 5 Mtr.	68.00	Per mtr dia/Per mtr depth	660.00	44880.00	INR Forty Four Thousand Eight Hundred & Eighty Only
70.00	Operation and Maintenance of Rain water harvesting (RWH) structure.	2.00	Per structure /Per year	6451.00	12902.00	INR Twelve Thousand Nine Hundred & Two Only
Total in Figures					30133763.69	INR Three Crore One Lakh Thirty Three Thousand Seven Hundred & Sixty Three and Paise Sixty Nine Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				