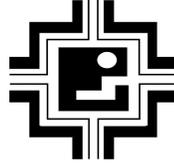


JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

**Name of work : OPERATION AND MAINTENANCE OF EXISTING 30 MLD
STP (BASED ON CONVENTIONAL ACTIVATED SLUDGE PROCESS) AT
GAJADHARPURA FOR 18 MONTHS UNDER PHE-II JDA, JAIPUR.**

Cost: Rs. 235.00 Lacs

NIT No. 05/2024-25

Volume-I

Envelope 'A' (Technical Bid)

**Executive Engineer (PHE-II)
Jaipur Development Authority
Jaipur**

जयपुर विकास प्राधिकरण, जयपुर

राम किशोर व्यास भवन, कमरा नं. 307, तृतीय-तल, नागरिक सेवा केन्द्र भवन,
इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक जविप्रा/अधि.अभि.(पीएचई- I)/2024/डी-286

दिनांक : 31.07.2024

निविदा सूचना

निविदा सूचना सं0 अधि. अभि. (पीएचई- I)/05/2024-25

जयपुर विकास प्राधिकरण द्वारा **“Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur”** जिसकी अनुमानित लागत रु 235.00 लाख के लिए ऑनलाईन बिड्स दिनांक 26.08.2024 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 26.08.2024 को सायं 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी।

1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्क्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

Job No. : JDA/EE PHE II/A & F/2018-2019/Jun/110 date : 08/06/2018

अधिशायी अभियंता (पीएचई- I)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 E.mail: eephe2@gmail.com

No: - JDA/EE/PHE-II/2024/D-286

Dated: 31.07.2024

NOTICE INVITING BID

NIB No. : JDA/EE (PHE-II)/ 05/2024-25

Online Bids are invited up-to 6.00 PM of 26.08.2024 for “**Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur**” Estimated cost of 235.00 Lacs. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 26.08.2024. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. 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, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Job No. : JDA/EE PHE II/A & F/2018-2019/Jun/110 Date: 08/06/2018

Executive Engineer (PHE-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: eephe2@gmail.com

Bid No: - JDA/EE/PHE-II/2024-25/D-286

Dated: 31.07.2024

NOTICE INVITING BID

NIB No. : JDA/EE(PHE-II)/05/2024-25

Name & Address of the Procuring Entity	<p>➤ Name: Executive Engineer (PHE-II), Jaipur Development Authority Address: Room No. 307, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: eephe2@gmail.com</p>
Subject Matter of Procurement	<p>➤ Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur ➤ Job No. : JDA/EE PHE II/A & F/2018-2019/Jun/110 Date : 08/06/2018</p>
Bid Procedure	<p>➤ Pre-Qualification Method Tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in</p>
Bid Evaluation Criteria (Selection Method)	<p>➤ Pre-Qualification Method L1 (eg. Least Cost Based Selection (LCBS)-L1)</p>
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<p>➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in</p>
Website for online Bid application participation and payment *	<p>➤ 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 and Bid Security Deposit, online only. ○ Bidding document fee: Rs. 1000/- (Rupees One Thousand only) ○ RISL Processing Fee: Rs. 2000/- (Rupees Two Thousand only) Requisite Bid Security Deposit</p>
Estimated Procurement Cost	<p>➤ INR 2,35,00,000.00/- (Rupees Two Crore Thirty Five Lacs Only)</p>
Bid Security Deposit	<p>➤ Amount (INR) : 2% (Rs. 4,70,000.00/-) for A & AA class contractor registered in other department and 0.5% (1,17,500/-) for A class & Above contractor registered in JDA.</p>
Date/Time/Place of Pre-Bid	<p>➤ NA</p>
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<p>➤ Start Date: 05.08.2024 at 9.30 AM ➤ End Date: 26.08.2024 at 06.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No MB-SF-225A (Room No. of DD (E&B) of Main Building, Jaipur Development Authority by 27.08.2024 10.00AM to 29.08.2024 up to 5.00 PM</p>
Bid Submission on e-Procurement Portal of GOR	<p>➤ Start Date: 05.08.2024 at 9.30 AM ➤ End Date: 26.08.2024 at 06.00 PM ➤</p>
Date/Time/Place of Technical Bid Opening	<p>➤ 30.08.2024 at 11.00 AM</p>
Date/ Time/ Place of Financial Bid Opening	<p>➤ Will be intimated later to the Technically Qualified Bidders.</p>
Bid Validity	<p>➤ 120 days from the bid submission deadline</p>
Completion period of work	<p>➤ 18 Months</p>
<p>* 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:</p>	

A. 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.

Note:

Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.

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.

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).

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.

Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.

Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&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

The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

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.

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.

The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Executive Engineer (PHE-II)
JDA, Jaipur

Section A-1

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID

(Potential Assessment Method)

Envelop A

SCHEDULE AND SPECIFICATIONS

Name of work :- **Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur**

- | | |
|--|--|
| NIB No. | :- E.E.(PHE-II)/05/2024-25 |
| 1. Approximate cost | :- Rs. 235.00 Lacs |
| 3. Cost of the bid documents
(In Favor of secretary, JDA,
Jaipur) | :- Rs 1000.00 the bidders are required to submit bid security, cost of bid documents, bid processing fees through online payment only after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date of bid applying, online payment & bid submission and bid opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. <u>Bid security deposit may be submitted online or by way of bank guarantee. In case bidder opt to submit bid security through bank guarantee, the bank guarantee should valid up to Sixteen Months from the date of opening of the bid in prescribed format.</u> |
| 4. Bid Processing Fees | :- Rs. 2000.00 (In favour of M.D. RISL, Jaipur) |
| 5. Bid Security (In favour of
Secretary, JDA, Jaipur) | :- @ 2 % Rs. . 4,70,000/- (For Contractors Enlisted in other Govt. Depts. -"A" & AA Class above and unregistered or enlisted in company act) and @ 0.5% Rs. 1,17,500.00/- (For Contractors registered in JDA in , A and Above Class) through online payment after registering with JDA on www.jaipur.org/e-services/e-tender portal. There should be a gap 3 working days between End date of bid Applying, online payment & bid submission and bid opening date. |
| 6. Start date of Applying,
Online payment on JDA
portal and bid submission
on
www.eproc.rajasthan.gov.in | :- Start Date : 05.08.2024 from 9:30 AM
Onwards |
| 7. Online payment end date
on JDA portal | :- End date : 26.08.2024 upto 6:00 PM |

- | | |
|--|---|
| 8. Bid submission end date on www.eproc.rajasthan.gov.in | :- End date : 26.08.2024 up to 6:00 PM |
| 9. Physical Bank guarantee submission start date | :- 27.08.2024 from 10:00 AM |
| 10. Physical Bank guarantee submission closing date | :- 29.08.2024 up to 5:00 PM |
| 11. Date & Time of opening Tender | :- 30.08.2024 at 11:00 AM Room No. 307 III rd Floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan) |
| 12. Date of submission of Bid fees, RISL processing & EMD fee | :- 05.08.2024 to 26.08.2024 upto 6:00 PM through online payment after registering with JDA on www.jaipur.org/e-services/e-tender portal. There should be a gap 3 working days between End date of bid Applying, online payment & bid submission and bid opening date. |
| 13. Completion period of work | :- 18 Months |

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

The tenderer should see the site and fully understand the condition of the site before tendering and include all lead, lifts etc. **Rates quoted by the contractor as given 'H'-Schedule** The work shall be carried out in accordance with the Rajasthan PWD, JDA (PHE) & PHED 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 DEPARTMENT:

The drawings may also be seen in the office of undersigned if any related to the work.

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 depositing necessary cost within JDA.

SCHEDULE 'D' : TEST OF THE MATERIALS :

The test of the material 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 standards and or the standards laid down in the detailed specification of the Public Works Deptt,. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistments 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 samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within Ten days of issue of work order and complete within **18 months**.

SCHEDULE 'G' : ATTACHED SEPARATELY BASED ON JDA PHE AND PWD BSR JAIPUR.

SCHEDULE 'H' :: ATTACHED SEPARATELY.

SCHEDULE 'I' : SPECIAL TERMS & CONDITION FOR DRINKING WATER PIPE LINE WORKS/construction of TW works/construction of HP works : ATTACHED SEPARATELY.

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

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

Annexure-E : Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA & Bid Submission on 'e-Procurement Portal' of Government of Rajasthan.

SCHEDULE- J: COST OF BID DOCUMENTS,PROCESSING FEES & BID SECURITY DEPOSIT£.

Date of submission of Bid Cost, Bid Processing fees & EMD 05.08.2024 to 26.08.2024 upto 6:00 PM through online, Payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next eight months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. D.O.(E&BJ in room No. MB -SF 225A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents, annexure-2. Bank guarantee will be in specified Performa enclosed with this bid document.

SIGNATURE OF CONTRACTOR

EXECUTIVE ENGINEER (PHE-II)

Jaipur Development Authority,

Jaipur

with full address & Mobile No. :

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR ELIGIBILITY FOR OPENING OF FINANCIAL BID

Name of work : Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur

Special conditions of contract for Pre qualification Method 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 Pre-qualification Method would be as follow:

- (a) Tender documents 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 Covers which shall comprise of –

Two part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Technical Bid and Docket-2 being for Financial Bid.

Docket-1:- There will be three separate folders- Folder-1 is for proof of deposition of Bid Security, cost of bidding document and bid processing fee along with copy of GST registration, signed Annexure “B” and copy of enlistment as contractor/ bidder in required category. Folder-II is for bid document and folder-III is for technical bid.

Note:- The technical bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure “B” are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee. The Technical Bid would be opened online on the date 30.08.2024 at 11.00. A.M.

Docket-2:- There will two separate folders-1 is for financial bid and 2 is for bill of quantities. The Financial Bid would be opened only of those bidders who fulfill all the Pre-Qualification criteria

2. Criteria:-

Criteria for PRE QUALIFICATION would be as follows:-

“The bidder must have experience of successful O&M of STP of at least 33% design capacity subject to minimum 10 MLD capacity STP for minimum 1 year, (O&M of a STP based on MBBR/SBR/MBR/ASP technology) in last 5 financial years (i.e. 2019-20 to 2023-24) and also fulfill the financial criteria of completion of one similar work of minimum 33% amount i.e 77,55,000/- of the bid amount in last 5 financial years (i.e. 2019-20 to 2023-24)”.

Note :-

- (i) Certificate issued in this regard by Govt. of India, State Govt., Union Territory, Govt. Undertakings, Autonomous Bodies, Public or Pvt. Ltd. firm shall only be considered.
- (j) The bid will be opened only of those bidders deposit proper bid security, processing fee, tender fee, GST registration, clearance certificate and copy of registration of contractor in required category are found to be in order. The Bid security, tender fee will be accepted through online payment only.

Executive Engineer (PHE-II)
JDA, Jaipur

TENDER FOR WORKS

I/We hereby tender for the execution for the Jaipur Development Authority, Jaipur of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figure)% (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 I in all respects in accordance conditions 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..-** :
- (b) **Estimated cost** : **Rs. 235.00 Lacs**
- (c) **Earnest money** : **Rs. 4,70,000/-** for enlisted contractors outside JDA and
: **Rs. 1,17,500 @1/2%** within JDA enlistment.

(d) **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 completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee. FDR etc. The earned 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. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills."

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

- (e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) in 18 months. Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed here to and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

Validity of rates 120 days.

A sum of Rs. is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness
Witness's address & Occupation

Signature of Contractor
Address of Contractor

Date:

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

Date:

Executive Engineer PHE-II,

Section A-2

General Conditions of Contract

(Appendix XI of PWF & AR. Govt. of Rajasthan effective up to date shall be applicable)

GENERAL CONDITIONS OF CONTRACT

Copy of appendix XI of PWF&AR, Govt. of Rajasthan effective from 01.07.1999 & subsequent addendum upto 01.03.2012 in case of any typographical error or alteration the original version of the same shall be valid.

Clause 1: Security Deposit:

"The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall However, be adjusted while deducting security deposit.

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

All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his 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 or Nationalised/Scheduled bank, as aforesaid, any sum of sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

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

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government shall not wait till disputes and decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards, to amount due and payable by the bank, under the guarantee limited to the amount specified in the guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The bank Guarantee shall remain valid upto the specified date unless extended on demand by the Engineer-in-charge, which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall, stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the contractor, the Chief Engineer or duly 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.

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

Clause 2: Compensation for delay:

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

(A) Time Span of full stipulated period	1/4th (..... days)	1/2th (.....days)	3/4th (..... days)	full (..... days)
(B) Work to be completed in terms of money	1/8th (Rs.)	3/8th (Rs.)	3/4th (Rs.)	full (Rs.)
(C) Compensation payable by the contractor for delay attributable to the contractor at the stage:	2.5% of Scheduled work remained unexecuted on the last day of (1/4) time span.	5% of Scheduled work remained unexecuted on the last day of (1/2) time span.	7.5% Scheduled work remained unexecuted on the last day of (3/4) time span.	10% of Scheduled work remained unexecuted on the last day of contracted full period.

Note: In case delayed period over a particular span is split up and is jointly attributable to government and contractor the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to government and this reduced compensation would be (I) First time span is of 6 months, delay is of 30 days, which is split over as under:-

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

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

The normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5 15/30 1.25" over 30 days with any escalation by competent authority.

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

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

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

Clause 3: Risk & Cost Clause

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or 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 or the following cases:

(i) If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,

(ii) If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be bound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstance 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 the Contract,

(iv) If the contractor commits any acts mentioned in, clause 19 thereof.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the J.D.A. 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 disposal of JDA.

(b) To employ labour paid by the J.D.A. and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Executive Engineer, as to the value of work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the J.D.A. are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable 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 JDA 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 have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and

the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

Power to take possession of, or require removal, sale of Contractor's plant

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

Clause 5: Extension of time

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

Clause 5 A: Monthly Return of Extra Claims

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

Clause 6: Final Certificate

On completion of the work, the contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually 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 re-measurements shall be binding on the Contractor.

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

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

No payments shall be made for *works estimated to cost less than rupees twenty five Thousands*, till after the whole of the works

shall have been completed and a certificate of completion given. But in the case of works *_estimated to cost more than rupees twenty five thousand* , the Contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. The Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7A: Time Limit for Payments of Final Bills

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

Clause 8: Bills to be submitted 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 the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the contractor in all respects.

Clause 8A: Contractor to be given time to file objection to the Measurements recorded by the J.D.A.

Before taking any measurement of any work, as have been referred to in preceding Clauses 6, 7 & 8, the Engineer-in-charge or a subordinate, deputed by him, shall give reasonable notice to the Contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge, then in any such event, the measurements taken by the Engineer-in-charge or by the subordinate 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 9: Bills to be on printed forms

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

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

Payments due to the Contractor may if so desired by him, be made to this Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-Charge (i) an authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by JDA, or his signature on the bill or other claim preferred against JDA 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 constrained, shall operate to create in favour of the Bank any rights vis-à-vis the Governor.

Clause 10 – Stores supplied by JDA

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied; at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the Performance Guarantee and or Security Deposit or the proceeds of sale, if the same is held in JDA 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 JDA, shall remain the absolute property of JDA. 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 JDA's Stores, if by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 10 B *ibid*. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on

account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from JDA stores and actual cost including freight, cartage, taxes etc., paid by the Contractor in case of supplies received with the assistance of JDA which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the JDA, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.

Clause 10A: Rejection of materials procured by the Contractor

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

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

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

Clause 10 C: Hire of Plant and Machinery:

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

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

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

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

Clause 12:

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

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

- settlement of rates on items falling under the clause.
- (v) Except in case of items relating to foundations, provisions contained in sub-clauses(i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause 12.A.

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

- (a) For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determinate 1.2 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 under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.
- (g) Any other items of similar nature which Engineer-in-Charge may decide relating to foundation.

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

Clause 12A:

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

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

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

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

If, at any time after the commencement of the work the JDA shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings, and design, and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor, provided however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from JDA 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 Director Engineering or any authorized authority or the Engineer-in-charge or his subordinates in-charge of the work, or to the committee of the retired officers/officers appointed by the J.D.A. JDA for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, as the case may be, remove the materials or articles, so specified, and provide other proper and suitable materials or articles at his own cost, and in the event of his failing to do so, within a period to be specified by the Engineer-in- Charge in his demand as aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent, on the tendered amount of work for every

week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

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

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened for inspection and supervision of the Engineer-in-charge and his superior officers and his subordinates and any other authorized agency of the JDA and the contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorized agency of JDA or committee of retired officers/officers appointed by the JDA for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

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

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

Clause 17: Contractor liable for damage done and for imperfections

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

Clause 18: Contractor to supply plant, ladders, scaffolding etc.

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the Contract, or referred to in these conditions, or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in- Charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the Contract, or from his 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 defence of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

Clause 19: Contract may be rescinded and Security Deposit and Performance Forfeited for bribing or if Contractor becomes insolvent.

If the Contractor become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person, in the employ of JDA, 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 Director Engineering may, thereupon, by notice, in writing, rescind the contract and Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of JDA and the same consequences shall ensue as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefor, actually performed under the Contract.

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

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

Clause 21: Changes in constitution of firm

Where the Contractor is a partnership firm, previous approval, in writing, of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement thereunder the partnership firm would

have the right to carry out the work hereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensue, as provided in the said clause 19.

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

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

Clause 23: Standing Committee for Settlement of Disputes

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

- (i) Commissioner , J.D.A.
- (ii) Secretary, J.D.A.
- (iii) Director Engineering (Member Secretary), J.D.A.
- (iv) Director , Finance, J.D.A.
- (vi) Director , Law, J.D.A.

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

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

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

Contractor shall fully indemnify the J.D.A. against any action, claim or proceeding, relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay any royalties, which may be payable in respect of any article or part thereof, included in the contract, in the event of any claims made under or action brought against JDA. In respect of any such matters, as aforesaid, the Contractor shall be, immediately, notified 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 J.D.A., if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

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

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

Clause 25: Lump-sums in estimates

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

Clause 26: Action where no Specification

In case of any Class of work for which there is no such specification as is mentioned in the contract document such work shall be carried out in accordance with the detailed specification of the J.D.A. and also in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 27: Definition of work

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

Clause 27A: Definition of Engineer-in-charge

The term "Engineer-in-charge" means the Executive Engineer who shall supervise and be incharge of the work and who shall sign the contract on behalf of the JDA.

Clause 28:

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

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

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

Clause 29A: Payments at part rates

The rates for several items of works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, and 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: Contract's percentage, whether applied to net or gross amount of bill

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

Clause 31: Contractor to adhere to labour laws/regulation

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

Clause 32: Withdrawal of work from the Contractor

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

Clause 33:

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

Clause 34: Protect works

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

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

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

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

Clause 36A:

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

Clause 36B:

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

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

Royalty or other tax on materials, issued in the process of fulfilling contract, payable to the JDA 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 Security Deposit will be refunded after the expiry of the period, as prescribed below:

Original works/special repairs/renewal works: Six months after completion except in case of works, such as building works, bridge works, cross drainage works, Dams, Canals, water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the 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, whichever is later, provided the final bill has been paid.

Clause 38: Fair Wage Clause

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

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

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

Clause 39: Contractor to engage technical staff

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

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

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

Clause 39 A:

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

Clause 40: Safety code

The Contractor shall follow the safety code (s) of the works and specified in the special conditions of the work.

Clause 41: Near Relatives barred from tendering

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

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

Clause 42: Retired Gazetted Officers barred for 2 years

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

Clause 43: Quality Control

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

Clause 43 A:

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

Clause 44: Death of Contractor

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

Clause 45: Price Variation Clause:

Due to O&M work No Price Escalation shall be payable for this work.

Clause 46: Force-Majuro

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

Clause 47: General discrepancies and errors

In case of percentage rate tenders, if there is any typographical error or clerical error in rates shown by the JDA in the G- schedule, the rates as given in the basic schedule of rates on which estimate is framed shall be taken as correct.

Clause 48: Post payment Audit & Technical Examination

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

Clause 48A: Pre Check or Post Check of Bills

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

Clause 48B: Check Measurements

The J.D.A. 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 J.D.A. shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the JDA.

Clause 49: Dismantled materials

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the JDA and will be disposed off to the best advantage of the JDA, 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 J.D.A. 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 J.D.A.. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the J.D.A. on demand the balance remaining dues.

The J.D.A. shall, further, have the right to affect such recoveries under Public Demand Recovery Act.

Clause 51: Jurisdiction of Court

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

Dated Signature of Engineer- in -charge

Dated signature of Contractor

Progress statement referred to in Clause 2 of Conditions of Contract

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

The contractor has been informed that his tender has been accepted

Notes: - For Filling in the Progress J.D.A. Form

Columns 2,3, and 4 must be initialed and dated by the Contractor

Column 4 must be initialed and dated by the Director Engineering or other duly authorized Engineer also.

The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.

The date in column 3 must correspond to the period J.D.A. in Sub clause (e) of the Memorandum below "Tender for works".

Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Director Engineering.

The Certificate as to intimation of acceptance of tender printed at the foot of the form must be signed and dated both by the Director Engineering or other duly authorized Engineer and the Contractor.

Dated

Signature of Engineer- in -Charge

Dated

Signature of Contractor

**ANNEXURE TO APPENDIX XI
RAJASTHAN PUBLIC WORKS DEPARTMENT
CONTRACTOR LABOUR REGULATIONS**

1. **Short title :** These regulations may be called "The Rajasthan Public Works Department Contractor's Labour Regulations."
2. **Definition :** These regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say :
 - (i) **"Labour"** means workers employed by a Rajasthan P.W. Department contractor directly or indirectly through a sub-contractor or other person or by an agent on his behalf.
 - (ii) **"Fair Wage"** means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act., 1948.
 - (iii) **"Contractor"** shall include every person whether sub-contractor or headman or agent employing labour on the work taken on contract.
 - (iv) **"Wages"** : shall have the same meaning as defined in the Payment of Wages Act. and includes times and piece rate wages.
3. **Display of Notice regarding wages etc. :** The contractor shall (a) before the commences his work on contract, display and correctly maintain and continue to display and inconspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the superintending engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
4. **Payment of Wages**
 - (i) The contractor shall fix the wage period 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.
5. **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) All deduction made form the wages with an indication in each case of the ground for which the deduction is made.
 - (e) 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 form wages**
 - (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (ia) The Rajasthan Government may, from, time to time, allow deductions other than those specified in clause I above.
 - (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.
 - (iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.

- (iv) No fine imposed on any worker shall be recovered from him by installment or after the expiry of 60 days from the date on which it was imposed.
8. **Register of fines etc.** : The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.
- The contractor shall maintain both in English and local Indian Language, a list approved by the Labour, Commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.
9. **Preservation of Register** : The wage register, the wage card and the register fines deductions required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.
10. **Powers of Labour Welfare Officer to make investigation of enquiry** : The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.
11. **Report of Labour Welfare Officer** : The Labour Welfare Officer or other person, authorized as aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned in case an appeal is made by contractor under clause 12 of these regulations, actual payment of labours will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.
12. **Appeal against the decision of Labour Welfare Officers** : Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorized, may appeal against. Such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.
- 12a 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 lines 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 authorized by the State Government on his behalf.
14. **Submission of Returns** : The Contractor shall submit periodical returns, as may be specified from time to time.
15. **Amendments** : The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorized by the State Government in that behalf, shall be final.

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

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

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

Particulars	Rates which the material will be charged to be contractor			Place of Delivery
	Unit	Rs.	NP	
Doors with Chowkhats				
Doors with Chowkhats				
Doors with Chowkhats				
Windows with Chowkhats				
Windows with Chowkhats				

Windows with Chowkhats				
Steel Shapes				
Steel Shapes				
Steel Shapes				
Bars Mild Steel				
Sheets plain, Corrugated, G.I. etting, wire				
Belts Tower				
Belts Tower				
Locks, Mortise				
Locks, Mortise Rim				
Hinges, Butt				
Hinges, Spring				
Cement, Portland				

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

Signature of Contractor

Signature of Engineer

Progress Statement referred to in Clause 3 of Condition 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

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

Date :

Date :

Engineer-in-Charge

Contractor

Notes for filling in the Progress Statement Form on the Last Page

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

Section A-3 Special Conditions of Contract

NAME OF WORK:- Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur.

SPECIAL CONDITIONS OF THE CONTRACT

1. **No Price Variation shall be paid for this work.**
2. Contractor shall get the material inspected from the third party (CEIL SGS, RITES) before bringing the material at site. The inspection charges shall be borne by the contractor. No payment of these items shall be made before the third party inspection.
3. The quantity of work can be increased or decreased. However, no guarantee is given about the actual quantity of work.
4. No extra payment shall be made to the contractor on account of excavation in collapsible strata or in hard or rocky strata. The bidder shall have to make their own arrangement for completing the work and no claim in this respect will entertained.
5. On collection of complete material for each section the same shall be got checked by Engineer-in-Charge or his authorized representative. Such approval shall in no way release the contractor of his responsibility regarding completion of work, as per required specification until the contract is complete.
6. The contractor shall make his own arrangement regarding water required for the execution and testing of the work and shall also arrange for the supply of drinking water to his own employees. He shall defray all charges in this connection and should include in his rates a sufficient amount to cover such charges. All such facilities as are required now to be provided for the labour, made under labour welfare rules inforce, shall also be provided by the contractor at his own cost.
7. The security deposit of the work shall be refundable after six months from the date of completion of the work.
8. The contractor/firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be borne by the contractor only and JDA will not be responsible in any way.
9. No secured advance against material procured at site will be allowed.
10. The surplus earth and damaged materials will be immediately removed from the site of work and dumped as per instruction of Engineer-in-charge.
11. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.
12. 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, failing which, such material shall be removed by the Engineer-in-charge at risk and the contractor after expiry of 3 days period.
13. The contractor/firm/company is bound to get the workmen insured against accident from the Insurance Company at his own cost.
14. Contractor shall be the sole custodian of the men and material at work and will be fully responsible for any loss of life or otherwise occurred during the execution of the works.
15. If any extra item crop up during execution of work in the opinion of EIC then payment of extra item shall be paid based on JDA BSR or market rate analysis whichever is less.

Signature of Contractors

Executive Engineer (PHE-II)
JDA, Jaipur

Mob. No.

Section A-4

Specifications of Work

1. SCOPE OF CONTRACT

JDA has put up 30 MLD capacity Sewage Treatment Plant at **Gajadharpura, Jaipur** for use of treated sewage to discharge in to nearby low lying area meeting the norms of Rajasthan Pollution Control Board. The raw sewage is being collected in to the sump of located at the STP site and 30 MLD sewage is pumped by the existing pumping machineries installed in the pumping station. The process on which the STP is based is "Activated Sludge Process (ASP)" with PLC /SCADA system.

The work includes Eighteen months O & M of existing 30 MLD STP (The O & M period of Existing 30 MLD STP including 500 KVA DG Set is 18 months from the date of the award of the contract).

2. LOCATION OF PLANT

The existing sewage treatment plant is at **Gajadharpura, Kalawar Road, Jaipur**. The layout of plant is shown in drawing attached with tender document.

The bidder is advised to depute a suitable representative to visit and examine the site of STP and its surroundings for fully understanding of the job and as certain the difficulties that may be countered during the execution and operation and maintenance of the STP and for obtaining for himself, on his own responsibility, all information that may be necessary for O & M work. The cost of visiting the site shall be entirely at bidder's own expense.

The bidder and any of its personnel will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection.

To assess the O & M work bidder has to collect the required data like the details of the Operation and Maintenance status/condition of existing STP, status/condition of electromechanical works, instrumentation, inlet and outlet piping details, topography, NGL, HFL and Discharge level of the final treated water etc. At his own expenses if required.

SCOPE OF WORK

The Contractor shall ensure the technical feasibility of his Offer submitted after visiting the Site. It must be clearly understood that the Contractor shall execute every such Item(s) of Work(s) which are considered required or necessary for the satisfactory Operation & Maintenance of the plant even if such Item(s) of Work(s) are not specified in the Bid documents, but are essential for O&M of Plant.

The scope of the work shall include but not be limited to the following:

- 01 Taking over of the STP Plant for further O & M from Contractor presently maintaining the plant, after ensuring and ascertaining the proper functioning of all the units of the 30 MLD STP such as Civil, Electrical, Mechanical, Instrumentation, pipeline, etc. units of plant up to required satisfaction as per Operation & Maintenance Manual and as per requirement of process design of the STP to meet continuously and consistently desired treated sewage characteristics in conformity with specifications of RAJASTHAN POLLUTION CONTROL BOARD guidelines. The report on functioning of the plant to be submitted in form of report with complete details within 30 days of date of commencement of this work.
- 02 Operation & Maintenance (O&M) of Existing STP for 18 months as per Tender specifications including required manpower for this job, spares, tools & tackles, consumable including chemicals, chlorine tonners, grease, lubricating oil, cleaning agents, laboratory reagents etc. and as per specifications laid down in this tender.
- 03 Repairing & reconditioning of all the Equipment's in the concluding year of the Operation & Maintenance Period to such a condition that they are in running condition with regular preventive and recommended maintenance.

- 04 Operation and Maintenance of 500 KVA DG set for emergency power during electric cut.
- 05 **The contractor has to operate and maintain MCC panel, PLC and SCADA system.**
- 06 **The Contractor may use dewatered Sludge and treated waste water at his own disposal, any revenue earned by selling such sludge and treated waste water may be accounted for during quoting financial bid. If transportation required for such sludge and treated waste water, then it should be done as per RSPCB norms**
- 07 Supply of all Spares, Tools & Tackles requires to Run O & M work of STP, till the O & M Period.
- 08 All liaison work shall be carried out by contractor to get permission to establish/operate the sewerage treatment plant from Rajasthan Pollution Control Board shall be the responsibility of the contractor. Necessary fees to be deposited in RSPCB shall be paid by the contractor and shall then be reimbursed by JDA.
- 09 The regular/prescribed visit to the plant by Rajasthan Pollution Control Board officials shall be arranged by the contractor.
- 10 The time period for O&M of Existing 30 MLD STP including O&M of DG Set shall be completed for 18 months from the date of the award of the contract.
- 11 *The Up-gradation of existing 30 MLD STP is under progress at site by another agency. Hence, bidder will coordinate with Up-gradation agency to make smooth functioning of STP. After completion of Up-gradation work of STP, further O&M of STP shall be handed over to Up-gradation work agency. Looking to this, O&M period of STP may be increased till completion of Up-gradation of work on the same quoted cost by bidder without any condition.*
- 12 In case any fine/ penalty imposed by any pollution control board due to mishandling /poor functioning of treatment plant same shall be recovered from contractor.
- 13 **The bidder will submit monthly testing report of Inlet and Outlet Parameters of effluents with MoEF & NABL approved laboratory. In addition to this, bidder will submit RSPCB quarterly testing report of Inlet & Outlet parameters OR as per direction by EIC as & when required. The all testing charges shall be borne by bidder.**

Note:-The bidder shall take over the STP for O&M from existing contractor for further O& M immediately as soon as work order is given. The bidder observe any defect in any Civil, electrical, mechanical, instrumentation, piping work etc. at existing 30 MLD STP while taking over the plant from existing bidder, The same defects shall be informed in writing to existing bidder under intimation to department. The existing bidder shall immediately attend such defects, in case existing bidder fails to attend such defects which has been communicated to him in writing within 10 day period then new bidder shall attended these defects without waiting for defects removal cost from employer. However the cost of such defects shall be paid to contractor after recovery from existing contractor. In this regard decision of EIC shall be final and

firm binding to all concern. IN all conditions the plant shall be operative.

3. Details of design for Existing STP

Design Basis:

Sr. No.	Design Parameters	Capacity
1	Average Flow	30 MLD
2	Peak Factor	2.50
3	Peak Flow	75 MLD

4. Raw Sewage Quality

Sewerage Treatment Plant was constructed for a design flow of 30 MLD capacity with peak flow considered at 75.00 MLD having peak factor of 2.50 in 2009-10. The average Raw Sewage characteristics considered for design purpose were as under.

Sr.No.	Parameters	Values	UOM
1	Biochemical Oxygen Demand (BOD ₅)	300	mg/l
2	Chemical Oxygen Demand(COD)	700	mg/l
3	Total Suspended Solids (TSS)	600	mg/l
4	Total Kjeldahl Nitrogen(TKN)	45	mg/l
5	Total Phosphorous(TP)	5	mg/l
6	Fecal Coli form	1x 10 ⁶	No./100ml
7	pH	6.0to8.0	----

5. Treated Sewage Quality

The Contractor shall do the O & M in such a way that the treated effluent quality attains the following limits or even better or as per norms of Rajasthan Pollution Control Board (copy enclosed):

Sr.No.	Parameters	Values
1	Biochemical Oxygen Demand (BOD ₅)	20 or less mg/l
2	Chemical Oxygen Demand (COD)	250 or less mg/l
3	Total Suspended Solids (TSS)	50 or less mg/l
4	Fecal Coli form	1000 or less MPN/100ml
5	pH	6.0 to 8.0

Treated Sewage water shall be discharged in to earthen channel and one MLD will be reused for gardening, industrial use.

6. Existing Treatment scheme

The treatment scheme includes physical, primary and secondary treatment processes, along with sludge treatment.

The raw sewage from receiving chamber will flow to screen channels. Each screen is comprised of mechanical fine bar screen suitable to handle the design peak flow. Rotary drum type fine bar screen is provided for removal of floating materials etc. In each screen channel. The sewage free of floating particles passes through the grit chambers. There are two numbers of grit chambers are provided, out of which one is working and the other is

stand by.

In the grit chamber, all the grit particles are settled down. The settled grit particles are cleared by grit removal mechanism provided in the tank. The grit washing and classify mechanism are provided to collect the grit and transfer the same to the disposal point. The sewage free of grit particles then passes through Parshall flume. In the Parshall flume, flow-measuring device is installed and the flow passes through the flume is recorded.

The sewage from Parshall flume is collected and taken to the primary clarifier. There are two numbers of primary clarifier provided.

In the primary clarifier the suspended solids are settled down. The supernatant is collected for further biological treatment whereas the sludge settled at the bottom of the clarifier is removed by telescopic out let to the collection sump from where it is pumped to the sludge thickener. The over flow of primary clarifier is collected and taken to the activated sludge treatment process. The primary treated sewage is taken to the aeration tank.

There are two numbers of aeration tanks provided. In aeration tanks, the microorganisms present in the aeration tank convert the organic matter present in the partially treated sewage to safe end products viz. Carbon dioxide and water in the presence of oxygen. The oxygen is supplied through the fine bar flexible membrane diffused aeration with air blowers. The aeration supplies oxygen to microorganism and at the same time keeps the tank content [sewage] in suspension.

From the aeration tank the sewage is overflowed to the secondary clarifiers. There are two numbers of secondary clarifiers provided. In secondary clarifiers, the biomass is settled down. The biomass settled at the bottom of the clarifier is collected in to the recycle sump from where it is pumped to the aeration tank to maintain the design and desired biomass level. The excess biomass is drained to the sludge sump. The over flow of the secondary clarifier is collected to the distribution chamber from where desired quantity of treated sewage is taken to the dilution water sump for mixing the dilution water for sludge thickener and be It wash water. The other sewage, which is the major sewage quantity, is taken to the chlorine contact tank where chlorine is added through the chlorinator. The sewage after the chlorination is taken to the final discharge point from where it flows through the gravity to low lying area. The primary sludge, the excess biological sludge and the dilution water is mixed in a tank from where it is taken to the sludge thickener. The supernatant of sludge thickener is taken to the raw sewage collection sump whereas the thickened sludge is taken to the thickened sludge sump and it is pumped to the an aerobic digester.

There are two numbers of anaerobic digester provided. Each digester is equipped with sludge recycling system to keep the incoming sludge and the digester mass homogeneous. The sludge is digested in the anaerobic digester. The sludge digestion is done with the help of the anaerobic microorganism, which reduce the sludge quantity and convert the volatile part of the sludge to carbon dioxide, methane and other end products. The digested sludge is withdrawn and taken to the digested sludge sump whereas the biogas [methane] produced is collected from the gas dome and pumped to the gas holder through air blowers. The supernatant of anaerobic digester is taken to the raw sewage collection pump.

The digested sludge is pumped to the be It press filter system where be It wash water is added. The wet cake is collected and sends for disposal whereas the filtrate is taken to the raw sewage collection sump. The gas generated from the anaerobic digester and collected in the gasholder can be reuse in the kitchen. When it is not in used, the flare trap assembly is provided to flare the gas through ignite on chamber.

7. Details of the Existing Treatment Units

The details of the existing sewage treatment units covering the design aspects are as under:

- Raw Sewage Sump & Pump House

No. of units	One
Design flow	30 MLD
No. of pumps	6 nos. (4W+2S)
HRT	10 min at present +future flow
Dia. Of sump	15 m
SWD	2.5m
Type of pump	Submersible
Capacity of pump	840m ³ /hr
Head of pump	8.50m
Screen type	Coarse screen
Screening arrangement	One mechanical +One manual
Belt Conveyor	Inter locked with screen

- Inlet Chamber

Design flow	30 MLD+other flows
Peak factor	2.50
Peak sewage flow	75 MLD+other flow
No. ofunit	01
Detention period	60 second sat peak flow
Size	6.4mx3.5m x2.5m

- Coarse Bar Screens 2 nos (1 Mechanical + 1 Manual)

- Screen channels-Fine Bar Screen with belt conveyor system

No. of units	Two (1W+1S)+other flow
Capacity of each screen	75 MLD + Other flow
Size	8.0m long x 1.3m wide
SWD	1.0m
Type of screen	Rotary Drum type
Belt Conveyor	Inter locked with screen
Angle of inclination	40°C to horizontal
Head loss through screen	225mm

- Grit chambers

No. of units	2 Nos. (1W+1S)
Capacity of each	75 MLD peak flow through each grit mechanism
Size	7.9mx 7.9m
SWD	1.0m
Detention period	60 sec
Assumed size of grit particles	0.15mm and above
Specific gravity of particle	2.65
Freeboard	500mm

- Parshall Flume

No. of units	1 no.
Design flow	30 MLD+other flow
Peak sewage flow	75 MLD+other flows
Size	2 mwidex15mlong
Freeboard	0.50m

- Primary Clarifier, Primary sludge sump and pump house

No. of clarifier	Two
Design flow (avg.)	30 MLD + Other flow
Dia.	29.2 m
SWD	3.2m
Detention time	2.5HRS.
Surface loading rate at average flow	30 m ³ /d/m ²
Weir load in grate	125m ³ /d/m ²
BOD5days,20°C removal	30%
No. of pumps	2 nos. (1W+1S)
Type of pump	Screw type
Capacity of pump	14.59 m ³ /hr
Head of pump	12 m

- Aeration tanks with diffused aeration system with air blowers

No. of units	Two
Design flow (avg.)	30 MLD+ other flow
Inlet BOD(5daysat 20°C)	210
MLSS	3000 mg/l
MLVSS	80% of MLSS
F/M ratio	0.3 (max.)
Size	38.0m x 20.0m
SWD	5 m
Detention time	5 hours (min.)
Return sludge	Upto50%
Min. oxygen required	1.0 kg(min.)
Type of diffusers	Silicon based fine bubble diffusers with ertrievable
No. of Blowers	3 (2W+1S)
Type of blower	Twin lobe
Capacity of each blower	3410 m ³ /hr
Blower pressure	6200 MMWC

- Secondary clarifier with Return sludge pumps and Excess sludge pumps

No. of clarifier	Two
Design flow (avg.)	30 MLD+ Other flow
Detention time	2.5 hours
Dia.	30.5m
SWD	3.5m
Solid loading rate at avg.flow	70 to 140kg/d/m ²
Specific gravity of secondary sludge	1.01
Freeboard	500mm
Return sludge pumps	
No. of pumps	2 nos. (1W+1S)
Type of pump	Horizontal Centrifugal non-clog
Capacity of pump	730m ³ /hr
Head	12 m
Excess sludge pumps	
No. of pumps	2 nos. (1W+1S)
Type of pump	Horizontal Centrifugal non-clog

Capacity of pump	20 m ³ /hr
Head	12 m

- Chlorine Contact Tank

No. of unit	One no. with two compartments
Design flow (avg.)	30 MLD+ Otherflow
Retention time	30 min
Size	12.5m x 10m
SWD	2.5m
No. of chlorinator	3 nos. (1W+2S)
Type of chlorinator	Vacuum type
Dose of chlorine	5 PPM (min) or suitable for 0.5 PPM FRC
No. of chlorinators	3 nos.
Types of chlorinator	Vacuum type
Chlorine Booster pumps	
No. of unit	3 nos. (1W+2S)
Type of pump	Horizontal centrifugal

- Gravity Sludge Thickener, Thickened sludge sump and pump house

No. of units	One
Solid loading rate	40 kg/d/m ²
Hydraulic loading rate	12 m ³ /m ² /day(min)
Dia.	22.5m
SWD	3.5
Solid concentration in thickened sludge	5 % (max)
No. of pumps	2 nos. (1W+1S)
Type of pump	Screw type
Capacity of pump	20.44 m ³ /hr
Head of pump	13 m
Size of Sump	5.0m x 2.0m x 2.0m (LD)

- Anaerobic Sludge Digester and Digester sludge mixing pump house

No. of units	2 nos.
No. of pumps	3 nos. (2W+1S)
Temp. of digestion	30°C
Digestion period of stated temp.	20 days (min.)
Solid loading	1.6 kg of VSS/day/m ³ (max)
Dia.	20 m
SWD	10 m
Type of pump	Horizontal Centrifugal non-clog
Capacity of pump	1030 m ³ /hr
Head of pump	11 m

- Sludge Dewatering System

Belt filter press	
No. of units	2 nos. (1W+1S)
Capacity	20 m ³ /hr

Bldg size	20 mx 10.0m
Belt wash pumps	
No. of units	2 nos. (1W+1S)
Type of pump	Horizontal Centrifugal
Capacity of pump	20 m ³ /hr
Head of pump	15 m

- Polyelectrolyte Dosing Tank, Mixer & Pumps

No. of dosing tanks	2 nos.
Capacity	12 hrs. dosing requirement
Solution strength	0.1% (max.)
No. of agitator	1 no./tank
Type of agitator	Turbine type
No. of dosing Pump	2 nos. (1W+1S)
Type of pump	Diaphragm
Pressure	2 kg/cm ²
Agitator speed	60 – 100 RPM

- Dilution water sump & pump house

No. of units	1 no.
No. of pumps	2 nos. (1W+1S)
Type of pump	Submersible
Capacity of pump	180m ³ /hr
Head of pump	20 m
Size of sump	6.0mx 4.0m x2.0m (LD)

- Bio-Gas Blowers (VFD operated)

No. of blowers	2 nos. (1W+1S)
Type of blower	Twin lobe, air cooled
Capacity of pump	180m ³ /hr
Head of pump	20 m
Size of sump	6.0mx 4.0m x2.0m (LD)

8. Electrical Details

Details of electrical equipment installed at the treatment units are listed in following

Sr. No.	Description	Working	Stand by	Total	Motor rating (KW)
1	Raw sewage transfer pump	2	4	6	40.00
2	Mechanical fine bar screen	1	1	2	3.00
3	Belt conveyor	1	0	1	2.20
4	Grit mech. -scraper	1	1	2	1.13
5	Grit mech. -classifier	1	1	2	1.13
6	Grit mech.-organic return	1	1	2	0.37
7	Primary clarifier	2	0	2	0.55
8	Air blower-Diff. aeration	2	1	3	90.00
9	Secondary clarifier	2	0	2	0.55
10	Chlorine buster pump	2	1	3	3.70

11	Primary sludge pump	1	1	2	3.70
12	Return sludge pump	1	1	2	30.00
13	Excess sludge pump	1	1	2	7.00
14	Sludge thickener	1	1	2	3.70
15	Dilution water pump	1	1	2	11.50
16	Thickened sludge pump	1	1	2	3.70
17	Digester mixing pump	2	1	3	40.00
18	Bio-gas blower	1	1	2	2.20
19	BFP feed pump	1	1	2	5.63
20	Polyelectrolyte agitator	1	0	1	3.70
21	Poly. Dosing pump	1	1	2	0.75
22	BFP drive - I	1	1	2	3.70
23	BFP drive - II	1	1	2	3.70
24	BFP agitator	0	0	0	0.00
25	Belt wash pump	1	1	2	15.00
26	Supernatant pump	0	0	0	0.00
27	Air blower/mixers for digested sludge sump	1	0	1	3.70
28	Dewatering pumps	1	0	1	2.00
29	Lighting load	1	0	1	10.00
30	Misc. / other load	0	0	0	0.00

9. Instrumentation Details

Details of instrumental items located at treatment units and the present status is as under.

Instrumentals Items Details

Sr. No	Name of Instrument	L
1	pH Analyzer	At Inlet Chamber
2	DO Analyzer	At AerationTank-1
3	DO Analyzer	At AerationTank-2
4	MLSS Analyzer	At AerationTank-1
5	MLSS Analyzer	At AerationTank-2
6	Diff. Level transmitter- Ultrasonic type	At across coarse mechanical bar screen
7	Diff. Level transmitter- Ultrasonic type	At fine screen bar
8	Diff. Level transmitter- Ultrasonic type	At fine screen bar
9	Level transmitter- Ultrasonic type	Raw sewage transfer sump
10	Level transmitter- Ultrasonic type	On primary sludge sump
11	Level transmitter-Ultrasonic type	Sludge recirculation excess sludge
12	Level transmitter- Ultrasonic type	Dilution water sump
13	Level transmitter- Ultrasonic type	On thickened sludge sump
14	Level transmitter- Ultrasonic type	On digested sludge sump
15	Flow meter-Ultrasonic open Ch. Type	At Raw sewage flow at inlet Parshall flume
16	Flow meter-Ultrasonic open Ch. Type	At in sewage flow at CCT out let Parshall flume
17	Flow meter- Electromagnetic type	Primary sludge pump header to
18	Flow meter- Electromagnetic type	Excess pump header to thickener
19	Flow meter- Electromagnetic type	Dilution water pump header to
20	Flow meter- Electromagnetic type	Recirculation pump line to Aeration

21	Flow meter- Electromagnetic type	Recirculation pump line to Aeration
22	Flow meter- Electromagnetic type	Thickened sludge pump to sludge line Digester-1
23	Flow meter- Electromagnetic type	Thickened sludge pump to sludge line Digester-2
24	Pressure gauge-Bourden type	Discharge ofAerationblower-1
25	Pressure gauge-Bourden type	Discharge ofAerationblower-2
26	Pressure gauge-Bourden type	Discharge ofAerationblower-3
27	Pressure gauge-Bourdon type	Discharge of boosterpump-1
28	Pressure gauge-Bourden type	Discharge of boosterpump-2
29	Pressure gauge-Bourden type	Discharge of boosterpump-3
30	Pressure gauge-Capsule type	Biogas blower-1discharge
31	Pressure gauge-Capsule type	Biogas blower-2discharge
32	Pressure gauge- Diaphragm type	Rawsewagepump-6 discharge
33	Pressure gauge- Diaphragm type	Beltfilterwashpump-1 discharge
34	Pressure gauge- Diaphragm type	Beltfilterwashpump-2 discharge
35	Pressure gauge- Diaphragm type	Primary sludge pump-1 discharge
36	Pressure gauge- Diaphragm type	Primary sludge pump-2 discharge
37	Pressure gauge- Diaphragm	Excess pump-1discharge
38	Pressure gauge- Diaphragm type	Excess pump-2discharge
39	Pressure gauge- Diaphragm type	Recirculation sludge pump-1
40	Pressure gauge- Diaphragm type	Recirculation sludge pump-2
41	Pressure gauge- Diaphragm type	Thickened sludgepump-1 discharge
42	Pressure gauge- Diaphragm type	Thickened sludgepump-2 discharge
43	Pressure gauge- Diaphragm type	Digester sludge mixing pump-1
44	Pressure gauge- Diaphragm type	Digester sludge mixing pump-2
45	Pressure gauge- Diaphragm type	Digester sludge mixing pump-3
46	Pressure gauge- Diaphragm type	PE dosingpump-1 discharge
47	Pressure gauge- Diaphragm type	PE dosingpump-2 discharge
48	Pressure gauge- Diaphragm type	Digestedsludgepump-1discharge
49	Pressure gauge- Diaphragm type	Digestedsludgepump-2discharge
50	Pressure gauge- Diaphragm type	Dilutionpump-1 discharge
51	Pressure gauge- Diaphragm type	Dilutionpump-2 discharge

10. Laboratory and building

The Laboratory is fully equipped with all necessary equipment, Instruments, Chemicals, Reagents, Glassware and Furniture along with computers, printers, telecommunication facilities, etc. Provided to carryout the analysis on daily basis. The list of laboratory equipment's and chemical reagents are as follows:

Sr.No.	Item Description	Unit	Qty
A	Laboratory Instruments		
1	Magnetic Stirrer	No.	1
2	Vacuum Desiccator	No.	1
3	Vacuum Pump	No.	1
4	Centrifuge	No.	1
5	Lab. Oven	No.	1
6	B.O.D. Incubator, made by Refrigerator	No.	1
7	Single Pan Balance	No.	1
8	Membrane filter Assembly	No.	1
9	COD reflux column Assembly with condenser	No.	1
10	Digital pH, DO& TDS meter (all-in-one)	No.	1
11	Air compressor	No.	1

B	Laboratory Glassware		
Sr.No.	Item Description	Unit	Qty
1	Amber colored bottle,1000ml	No.	2
2	Amber colored bottle,500ml	No.	2
3	Amber colored bottle,250ml	No.	2
4	Amber colored bottle,125ml	No.	2
5	Plain wide mouth bottle,1000ml	No.	1
6	Plainbottle,1000ml	No.	4
7	Plainbottle,500ml	No.	10
8	Plainbottle,250ml	No.	20
9	Plainbottle,125ml	No.	6
10	Beaker,1000ml	No.	2
11	Beaker,500ml	No.	2
12	Beaker,250ml	No.	4
13	Beaker,100ml	No.	4
14	Beaker,50ml	No.	2
15	PlasticBeaker,500ml	No.	3
16	PlasticBeaker,250ml	No.	3
17	MeasuringCylinder,500ml	No.	3
18	MeasuringCylinder,250ml	No.	2
19	MeasuringCylinder,100ml	No.	1
20	Volumetricflask,500ml	No.	3
21	Volumetricflask,250ml	No.	3
22	Volumetricflask,100ml	No.	3
23	GrouchcrucibleG-4	No.	1
24	GrouchcrucibleG-3	No.	1
25	Silica dish	No.	1
26	Filter funnel	No.	2
27	Roundbottomflask,500ml	No.	1
28	Roundbottomflask,100ml	No.	2
29	Flatbottomflask,500ml	No.	1
30	Flatbottomflask,250ml	No.	2
31	Separatingfunnel,500ml	No.	2
32	Separatingfunnel,125ml	No.	2
33	Separatingfunnel,1000mlwithTeflon	No.	1
34	Dropper	No.	4
35	Glass rod	No.	2
36	Graduatedpipette,25ml	No.	3
37	Graduatedpipette,2ml	No.	2
38	Conicalflask,500ml	No.	2
39	Conicalflask,250ml	No.	2
40	Burette,50ml	No.	2
41	Boiling Beads	Kg	30
42	Watch Glass	No.	2
43	PPMeasuringCylinder,100ml	No.	2
44	PPConicalflask,250ml	No.	2
45	PPbottle250ml	No.	2
46	Tripod Stand	No.	2
47	Wire gauge	No.	5
48	WatmanfilterpaperNo.½	No.	1

49	WatmanfilterpaperNo.40/42	No.	1
50	Test tube stand	No.	1
51	Pipette stand round	No.	1
52	Burette Stand	No.	1
53	Non absorbent cotton	No.	2
54	SS Spatula	No.	2
55	SS Tong	No.	2
56	Tissue role	No.	2
57	Gas burner	No.	2
58	BOD bottles	No.	40

C Laboratory Chemicals			
Sr.No.	Item Description	Unit	Qty
1	Ammonia buffer soln.	ml	500
2	Ammonium chloride	gm	500
3	Ammonium hydroxide	gm	500
4	Buffertbt 4.0	tbt	10
5	Buffertbt 7.0	tbt	10
6	Calcium chloride	gm	500
7	ED TA	gm	100
8	Ferrous ammonium sulphate	gm	500
9	Ferric Chloride	gm	250
10	Magnesium Sulphate	gm	250
11	Mangnese Sulphate	gm	250
12	Potassium dichromate	gm	500
13	Potassium hydroxide	gm	500
14	Sodium hydroxide	gm	500
15	Sodium chloride	gm	500
16	Sodium thio sulphate	gm	500
17	Sulphuric acid	gm	500
18	Sodium Azide	gm	500

Note: -The bidder shall check the operation and performance along with calibration check if required of all the lab. Equipment. In case any lab equipment required calibration same has to done by bidder. Lab equipment's without calibration shall not be allowed to use.

11. List of Asset , item and machinery available at site

Sr. No.	Particulars	Quantity
1	Personal Computer in PLC/SCADA /Control Room	1 No. (Windows 7.0, RAM4.0GB, 20"LCD)
2	Printer in PLC/ SCADA /Control Room	1No.of A3SizeLaserPrinter
3	Air Conditioner(split Type)	05 (1.5Teach)
3	Ceiling Fan	61
4	Exhaust Fan	29
5	Tube light (1 x 40)	72
6	Tube light (2 x 40)	125

7	Sodium street light (1 x 250)	40
8	PVC water Tank 1000 Litters	02
9	Water Cooler	02
8	Tractor (Mahindra 264 DI) with hydraulic Trolley (04 nos.)	2nos. RJ14-RC-1626 and RJ14-RC -1627
9	Steel cub board	2nos.of working table of approx. size 1980mm X 1080 mm& 535 mm height (Godrej Make)
10	Office Chairs(Godrej Make)	12 nos.
11	Office Table	06 nos.
12	Chairs(Revolving type)	14 nos.
13	Conference room Table	01 no.

12. Disposal of Plant Residuals Treated Effluent

Plant residuals (Screenings, Grit and dewatered Sludge) and treated effluent shall be safely disposed by contractor. The Contractor shall be responsible for disposal of Plant residuals within 60 Km from Site as per RSPCB norms. Contractor shall be responsible for any penalty / fine imposed by any department /authority due to unsafe disposal of plant residuals

Liquidated Damages

(For non-conformance in meeting the Output Standards for Treated Sewage set as per this tender specifications)

Event Triggering the recovery of Liquidity Damages	Liquidated Damages	Frequency
Non-conformance with MAC for COD/BOD Standard	Rs. 2000/-	For every event of non-conformance*
Non-conformance with MAC for TSS Standard	Rs. 2000/-	For every event of non-conformance*
Non-conformance with MAC for Total Nitrogen	Rs. 2000/-	For every event of non-conformance*
Non-conformance with MAC for Ammonia Nitrogen	Rs. 2000/-	For every event of non-conformance*
Non-conformance with MAC for Fecal Coliform Standard	Rs. 2000/-	For every event of non-conformance**

* An event is defined as online reporting duration, not exceeding 3 minutes i.e. a maximum of total 30 minutes a day i.e. 98% system reliability.

** An event is defined as daily composite sample, not exceeding one non-conforming sample in 30 days i.e. 97% system reliability.

The cumulative of above liquidated damages shall not exceed 10% of the monthly O&M cost (Maximum Liquidated Damages).

Signature of Contractor :
Name :
Company's Seal :
Date :

GENERAL CONDITION FOR O &M OF SEWAGE TREATMENT PLANT

GENERAL CONDITION FOR O & M OF SEWAGE TREATMENT PLANT

- 1.0 The contract includes operation and maintenance of entire Sewage Treatment Plant **on round the clock basis for a period of 18 Calendar Months (Eighteen Month)**. Guidelines stipulated in Manual on Sewerage and Sewage Treatment, Second Edition, published by Central Public Health and Environmental Engineering Organization (CPHEEO), Ministry of Urban Development, New Delhi, December 1993 shall be followed.
- 2.0 The Sewage Treatment Plant shall be operated and maintained by the contractor including all works. Contractor has to incur and bear all the cost for taxes, GST, duties, transportation, labour, machining, welding, repairing, replacing and making good any and all parts / plant equipment, consumables, motors, pumps, blowers, gear unit, capacitor, ht/lt switchgear ,plc panel, lighting system, cables, battery charger, battery, instruments, meters, chemicals for laboratory etc. All the cost in lump sum offer, department shall not provide any consumable or shall not be responsible for any item required for the work of O & M.
- 2.1 Average power factor for incoming power bill (Jaipur Vidhyut Vitran Nigam Limited) must be greater than 0.90 and if any penalty/charge levied due to low power factor, then it will be recovered from the contractor without any reasons. The entire capacitor panel must be kept in working condition to maintain power factor of 0.90 or better by the contractor. Any spares required to keep capacitor panel in working condition is in the scope of the contractor. The spares required for LT capacitor panel must be procured and replaced immediately, if required. No spares for capacitor panel & LT capacitor panel in any circumstances will be provided by JDA. Penalty on account of poor power factor (i.e. less than 0.90) as explained elsewhere will be recovered from the contractor from his monthly O&M bill.
- 3.0 The Contractor will be held responsible for O & M and satisfactory performance of the STP. Major components and works shall include the following but not limited to:
 - a) Operate the plant efficiently for Five years (24 hours/day & 365 days/year) including all consumables, parts or components, labour transportation and other charges, except for cost of power and supply of raw sewage. Power cost would be borne by Employer. Raw sewage shall be supplied by employer.
 - b) Operate and maintain all units and equipment's of the Sewage Treatment Plant as per the requirement of the process to meet continuously and consistently desired treated sewage characteristics in conformity with specifications and RAJASTHAN POLLUTION CONTROL BOARD guidelines, maintain all equipment in good working condition as per the prevailing O & M manual at STP.
 - c) Attend breakdown of civil, mechanical, electrical, piping and instrumentation works and maintain the plant and equipment throughout the Contract Period.
 - d) The operation and maintenance service provided by the Contractor for the period specified in the Contract shall ensure the continuous operation of the Plant and that the breakdown or deterioration in performance, under normal operating conditions, of any items of Plant and equipment and component parts thereof is kept to a minimum.

The contractor shall determine operating parameters, select settings (chemical dosages etc.) and generally optimize the process, and working of the treatment plant. Excessive chemical dosing i.e. doze more than / less than normal and excessive power consumption should be avoided; otherwise penalty shall be levied and recovered from the contractor.
 - e) The contractor shall adhere to the manufacturers' recommendations with respect to equipment maintenance, consumables, the types and grades of lubricants to be used, frequency of lubrication, adjustments to be made regularly and recommended spares to be held in store.

The spares, tools and tackles supplied by contractor as specified herein as a part of this tender obligation are property of employer (JDA) and employer has no obligation to supply the same to contractor for carrying out any rectification work. Contractor for the purpose of O&M shall have required spares in stock at site and maintain a record of the same. In case if employer hands over any spare for carrying out rectification in emergency situation, the same shall be handed over back by contractor to JDA within reasonable period of time and not exceeding a maximum of 4 weeks duration in any case. Failing to do so, JDA reserves the right to deduct the price of same from O&M bill/Security Deposit of contractor. Arranging necessary tools and tackles for effective and efficient O&M of the plant is responsibility of contractor.

The contractor shall provide timely planning and regular procurement of all required spares and consumable including chemicals, chlorine tonners, grease, lubricating oil, cleaning agents, laboratory reagents etc. Contractor shall arrange for the requirement well in advance.

- f) Maintaining Logbooks / Records of the work carried out to keep them in good working condition. He shall obtain approval of the format of logbooks and records from Employer.
- g) The Contractor shall prepare and implement an effective plant maintenance program in consultation with the Employer. It is absolutely the Contractor's responsibilities to look after all sorts of maintenance whether routine, preventive or break down or any other type of maintenance. The Contractor will be responsible to carry out day to day as well as periodic maintenance necessary to ensure smooth and efficient performance/running of all equipment.
- h) Submission of daily and monthly O & M report as per direction of EIC.
- i) Carry out regular and frequent sampling, analysis and result recording of raw and treated sewage as per the procedures laid out by the Owner and in conformity with standard methods; and complying with the RAJASTHAN POLLUTION CONTROL BOARD norms and attend RAJASTHAN POLLUTION CONTROL BOARD during the monitoring/ sampling and obtaining approval.
- j) Employ appropriate and skilled manpower; provide all tools, tackles, equipment, laboratory instruments, glassware and chemicals, reagents etc. required for effective implementation of the Services detailed above.
- k) Area lighting – The premises of various works are provided with metal halide / sodium vapor lamps, fluorescent tubes and also ceiling fans/exhaust fans inside the various structures. Daily on/off operation and routine cleaning of all type of electric fixtures. Replacement of lamps / Tubes / Fans in case of failure at contractor's cost.
- l) Maintenance of garden – Normally watering the trees once a day or more if required. Grass cutting, removal of shrubs, weeds, around tree to be done as directed. Remarking the ponds around the tree after loosening with soil with supply of additional earth, if required. Cutting of branches, if required for straight growth of tree/plant and development of garden.
- m) All buildings, bathroom, toilet to be kept swept, cleaned and washed daily. Consumable requirement for cleaning such as acid, harpic, phenyl, air freshner, washing powder, brooms, wire brushes, duster, bamboos, toilet shop, lotion waste, kharata (broom) shall be provided and used as required. All ventilators, windows/doors to be cleaned and to keep in good aesthetic condition.
- n) To keep watch on overflowing of sump. If such overflow takes place the agency shall have to bear the damages caused to surrounding properties.
- o) Maintaining laboratory and it's all equipment's. All materials, equipment and labour shall have to be employed by the agency to maintain the same.

- p) Contractor shall ensure that the sewage entering the plant is not bypassed for more than half an hour, which is again subject to obtaining prior permission / approval of the employer. In adverse circumstances of heavy rainfall, contractor may use the plant bypass for the purpose of attending disturbance for a period of maximum one hour. Generally major repair encountered in Aeration Tank/ RSPH etc. shall be attended as quicker as possible. Contractor shall ensure that the raw sewage undergoes the primary treatment (i.e. after PST to remove BOD of at least 30% and SS of at least 60%) during maintenance of units downstream to aeration tank. In case it is not possible, the reason for the same to be informed to the Employer within 2 hours.
- r) The contractor shall monitor the performance of the Sewage Treatment Plant, conduct the analysis of the influent as well as effluent quality after treatment as per table given below. Contractor shall initiate and take adequate actions to ensure smooth and satisfactory performance/ running of the plants on a 24 hours/ round the clock basis. **The Contractor will also provide a Tests Certificate of effluent quality from the RSPCB as direction of EIC at the end of each quarter period and on monthly basis from MoEF & NABL accredited laboratory.**

Sr.no	Sampling Point	Type of Sampling	Freq. of Sampling	Parameters to be tested at JDA lab in STP
1.0	Raw Sewage			
a	Inlet chamber	Composite	Once a Day	pH, SS/VSS, BOD, COD, O&G, Alkalinity
b	Inlet chamber	Grab	Once a Day	pH, SS, COD
c	Inlet chamber	Grab	Once a month	VSS, Alkalinity, Chloride, Sulphate, Phosphate, Ammo. Nitrogen,TKN
2.0	Treated Sewage			
a		Composite	Once a Day	pH, SS, BOD, COD, O&G,
b		Grab	Once a Day	pH, SS, BOD, COD, O&G,
3.0	Aeration tank	Grab	Once a Day	DO, MLSS/MLVSS, SVI

- s) For the smooth running of the plant all the required equipment, machineries, accessories, major and minor spares, consumables including chemicals, greases, lubricants, all cleaning agents, packing, rubber sheet, laboratory reagents, all hardware, required quantity of white wash, oil paint colour, all types of epoxy paint, material required for house- keeping and cleaning etc. are to be brought by the contractor. The quality of all consumable and spare etc. i.e. technical requirements as per manufacture recommendation shall remain unchanged.
- t) To remove/suitably collect dewatered sludge from mechanized dewatering system (belt filter press), screenings and grit from grit detritus etc. and loading the same into vehicle and conveying and unloading the same at Low lying area as per RSPCB norms.
- If the contractor fails to remove silt / sludge in the treatment plant for any reason and beyond the notice period issued by the employer, the same shall be removed by employer by engaging other agencies and the cost shall be recovered from the contractor.

- u) The contractor shall carry out cement paint/ enamel paint/ white wash for exterior finish of civil units once before the end of contract period OR as per EIC directions and similarly shall also carry out painting on mechanical equipment's/ above ground pipe lines/ hand railing before the end of contract period OR as per EIC directions.
- v) The contractor shall hand over the plant to Up-gradation agency as per Scope of work point no. 11. All the electrical, mechanical and instrumentation including standby shall be in perfect working condition.
- 4.0 The Contractor shall procure, keep at site and use necessary tools, tackles and safety equipment's for day to day routine maintenance, preventive maintenance and break down maintenance. Also minor and major repairs to the equipment involved in the plant have to be carried out by the contractor during the O&M period. Contractor shall submit report, discuss and finalize with the Employer on the major repairs required to be carried out and how these repairs will be undertaken, to the satisfaction of the Employer and obtain written approval from the Employer before carrying out any major repairs.
- 4.1 The scope also includes cleaning of units, sludge drying beds, clarifier, removing of foreign materials like debris, sand, fish, frogs or any other dead or live animals and also cleaning of strainers of each pump quarterly so that required quantity of sewage is treated properly.
- 4.2 The disposal of the foreign particles like sand, dead or alive animals etc. from all the units of the plant to suitable place is in the scope of contractor.
The scope of works also includes the calibration of all meters e.g. pressure gauge, Ammeter, voltmeter, relay, trajectory meter, Energy meters, temp scanners, flow meters etc. for measurement of accurate readings.
- 4.3 In case of power failed, contractor shall be responsible for proper lasing with JVVNL for restoring 11 KV in coming power feeder for STP.
- 4.4 The scope of work of contractor includes operation & maintenance of 11 KV incoming power line, Lighting Arrestors, D.O. fuse, earthing works, or any other maintenance required on two/four pole D P structure.
- 5.0 Contractor to ensure that the sewage entering the plant is not retained for more than half an hour. In case it is not possible, the reason for the same to be informed to the Employer within 2 hours.
- 5.1 Scope of JDA will be only to the extent of supplying raw sewage (at Plant Inlet Chamber) and bear the energy charges to be paid to JVVNL.
- 5.2 Besides above mention condition, any other condition required for O&M of STP shall be applicable.
- 5.3 In case of unsatisfactory performance by contractor, JDA will be free to award work on same rates and same term and conditions to any agency for continuing public service
- 5.4 Jaipur city will be jurisdiction in case of for any dispute

Signature of Contractors

Executive Engineer (PHE-II)
JDA, Jaipur

Mob. No.

SPECIAL CONDITION FOR O & M OF SEWAGE TREATMENT PLANT

1.0 SUFFICIENCY OF TENDER

- 1.1 The prices entered in the Price Schedule shall, except in so far as it is otherwise provided, be deemed to cover all the Contractor's obligations under the Contract and all matters and things necessary for the operation and maintenance of the Plant. Particular requirements set forth in the Specification are given without prejudice to the aforementioned general obligations of the Contractor.

2.0 DOCUMENTS / INSTRUCTION FURNISHED BY THE EMPLOYER

- 2.1 The Employer may issue at such times as he may think proper during the contract period instructions as may appear to him to be necessary for the guidance of the Contractor in the operation and maintenance of the Plant. The Contractor shall be bound by the same, obey and execute.
- 2.2 The Contractor shall acknowledge the receipt of such instructions in writing or by fax. The Contractor shall carefully check all such instructions before commencing any Works. The Contractor shall inform the Employer in writing, within 3 (three) days from the receipt of the same, of any errors or omissions discovered, or of the difficulty to execute any Works or part thereof in compliance with the written instructions received from the Employer. Failing to do so contractor shall be liable to execute at their own cost the necessary alterations to any Works resulting from these errors or omissions.
- 2.3 The Contractor will also be furnished with two copies of all instructions as may be issued by the Employer. One copy of all such O&M manuals and instructions issued to the Contractor shall be kept in his office at the site. The O & M manuals or instruction shall be considered valid only if the Employer has signed it.

3.0 CONTRACTOR'S ORGANISATION & ADMINISTRATION OF THE CONTRACT

- 3.1 The Contractor shall provide experienced administrative, managerial, technical, supervisory, non-technical personnel and labour necessary to operate and maintain the plant properly, safely and efficiently on a continuous 24 hours basis for the full term of the O & M Contract Period. During O & M period if any expert / technically knowledgeable / special persons or manpower needed, he shall have to arrange & bear / pay any and all cost, charges, fare, and allowances etc. for the same. The employer will not pay any cost / charges for the same.
- 3.2 The qualifications and capability of the Contractor's personnel shall be appropriate for the task they are assigned to perform. The staff provided shall be fully trained in the operation of the various units of the Treatment Plant before being given responsibility for operating any part of the Plant. If in the opinion of the Employer, any member of the Contractors staff is considered to be insufficiently skilled or otherwise inappropriate or not doing the work properly he is required to perform, he shall be replaced by the Contractor with a person with the appropriate skills and experience for the task, to the satisfaction of the Employer. The Contractor will be required to submit to the Employer the Schedule of 'Manpower' and 'Organization Chart' .The contractor shall keep all the details, bio-data, photograph, references, application, and all such records with him even after he is removed or resigned from work of this site. Guilty person or undisciplined person shall not be employed by the Contractor.
- 3.3 The CV/Resumes of the Contractors personnel shall be submitted to the Employer for acceptance at least 7 days before the anticipated commencement of the O & M period. Any change of personnel shall be promptly informed to the Employer within a day's time. Normal time duty hours for the contractors' operation & maintenance personnel may be

modified as necessary and agreed by the Employer. A rotating shift schedule shall be established by the Contractor and agreed by the Employer which will ensure that an adequate number of the Contractor's staff, fluent in Hindi/English is on duty at Plants 24 hours per day, 7 days per Week, including all holidays. The contractor shall have to issue **identify cards** with photographs to all the state employed for O & M. All the employees of contractor should be in specified **uniform indicating contractor logo**.

- 3.5 All correspondence and communication between the Employer and the Contractor including the Contractor's sub-contractors shall be directed through the Project Manager.
- 3.6 The sub-contractors proposed by the Contractor shall be subject to the approval of the Employer.
- 3.7 Contractor shall provide manpower as per qualification and experience mentioned below:

Sr. No.	Category	Qualification and Experience	Minimum Requirement
1	Plant In charge	Graduate in Engineering/Technology (Environmental Engineering) having 3 years of experience in O&M/Maintenance of wastewater treatment plant of capacity equivalent or more than 15 MLD.	One
2	Plant Operator	Diploma in Engineering/Technology (Civil/ Environmental/ Chemical Engineering) having 3 years of experience in Operation/Commissioning of wastewater treatment plants	One for each shift
3	Chemist	Graduate in Environmental Science/ Chemistry having 3 years of experience in sampling/ analysis in wastewater treatment plants.	One
4	Electrician / Mechanic / Fitter	Diploma/ITI in respective field with 3 years of experience in erection, commissioning and O&M of M&E equipment in wastewater treatment plants.	One Electrician, One Mechanic and One fitter in General Shift. In addition to this, these personal shall be available as per requirement at site on call basis or as per direction of EIC.
5.	Helper & Watchman	10th Standard Pass -having knowledge of Hindi/English.	Three Helper for each shift and one Watchman for each shift.
TOTAL PERSONNEL			20 Nos.

- 3.9 Relaxation in qualification and number of staff shall not be allowed. The above staff shall be distributed in three shifts. General shift shall be considered as 09:00 Hrs to 18:00 Hrs. various personnel shall attend the plant during general shift as tabulated above. Preferable timing of shift shall be 06:00 Hrs to 14:30 Hrs, 14:00 Hrs to 22:30 Hrs and 22:00 Hrs to 06:30 Hrs (with half an hour of overlap). The arrangement of reliever for weekly off / all holidays etc. shall be made by the Contractor over and above the required persons mentioned in 3.8 above.
- As per agreement, the No. of staff in each shift should always remain present; otherwise penalty towards absence of any staff may levied and recovered from the contractor. The penalty shall be decided by the Director (Engineering) JDA. The arrangement of reliever for weekly off/holiday/leave etc. shall be made by the contractor. Absence on any ground

like weekly off or holiday shall not be considered. The presence of staff in each shift should be marked in register to be maintained at office of Engineer of the Client at Sewage Treatment Plant; which shall be considered as final. The contractor's staff must mark their presence in this register. The contractor may maintain a separate register for his own purpose. In this regard decision of EIC shall be final.

- 3.10 The staff of Contractor will always remain in contact with Employer and follow his instructions. The Contractor shall have to issue identity cards with photograph to all the staff employed for operation and maintenance; otherwise they will not be allowed to enter the plant premises.
- 3.11 The Contractor shall employ all the required staff (and in no case less than the number specified in the tender which is mandatory) immediately within 14 days of award of the Contract, otherwise full payment will not be made. In such case, the commencement of the Contract Period and payment thereof shall be reckoned only from the date of employment of full numbers of staff. If at any stage it is felt necessary that additional manpower over and above the specified minimum manpower is required for the proper operation of the treatment plant, contractor shall employ necessary additional manpower at no extra cost within 7 days from the date of issue of notice by engineer-in-charge.
- 3.12 ***The Contractor will comply with all safety rules and regulations and all inter-disciplinary measures as followed by the Employer. The Employer will not be responsible for any accident / injury to the staff or any person of the Contractor or loss or damage to any property. Further, the Employer will not provide any insurance or free medical facility to the staff of Contractor.***

Providing necessary security arrangement for safety of the plant and contractor's personnel will be the responsibility of contractor.

- 3.13 All Central / State Government / Semi-Government / Local Body's rules and regulation pertaining to this contract, all legal formalities pertaining to provident fund, factory act, all legal formalities shall be followed and observed by the Contractor without any extra cost to the Employer. Please note that failure in complying so, all liabilities arising as per laws will be to the Contractor's account.
- 3.14 No accommodation / guesthouse / transportation facility will be provided by the Employer/ Employer to the Contractor. No staff or any person shall reside in the plant premises and any such person found shall be driven out immediately.
- 3.15 Due to strike by the Contractor's employees, the operation and maintenance of plant must not be affected and the property of JDA should not be damaged. In such case any dispute / discrepancy occurs, the decision of Engineer-in-charge will be final and will be binding to the contractor. Also if any expense will be made by JDA, it will be deducted from Contractor's bill/ SD.
- 3.16 The duration of contract shall be Eighteen Month from the date of commencement/ taking over certificate. However the client reserves the right to terminate the contract at any time by giving 2 months' notice to the contractor or can be extended contract period at the rate of O & M quoted by bidder without any condition.
- 3.17 The contractor shall provide necessary chemicals for polyelectrolyte tank mixture, lubricating oil, grease in their store room. Stacking and day to day preparation of solution shall be arranged by the contractor. Similarly, chlorine tonner / cylinder shall also be provided by the contractor at the door – step of the chlorination plant. Disconnecting and removal of empty tonners and reconnection of filled tonners shall be carried-out by the contractor. The minor spares required for disconnection/reconnection i.e. clamp/'O' rings/washers shall also be arranged by the contractor.
- 3.18 Plant shall be handed over in "Fully operational conditions" according to above paras to contractor on the award of contract. Thus, the contractor has to take over the plants for said contract without any insistence for any change in the plants.
- 3.19 The scope of work also includes regular cleaning of complete plant area including floor, railing, door, windows, light fixtures and ceiling etc. similarly, minimum 5 mts. from the

- construction boundary on the outside of the plant area shall also be cleaned and maintained by the contractor.
- 3.20 This work is inclusive of but not limited to operation, maintenance, house keeping, cleaning, removing sludge by its own carrier arrangement, painting, white colour washing, preparing data, recording, correspondence work to the client and Government Departments, etc. All this work should be done as per standard practices and by following labour, factory, electrical, RAJASTHAN POLLUTION CONTROL BOARD, and all other old and new law and order, Indian standards etc. as applied of Local, State and Central Govt. of India.
- 3.21 Nothing is to be provided by the client except electricity and sewage flow (Raw Sewage & Electricity shall be provided by JDA). All the formalities to all government authorities for factory, electrical, RAJASTHAN POLLUTION CONTROL BOARD, etc. for having NOC, water consent, Hazard waste concern, approval etc. shall be done by the contractor. However, necessary legal fees to all government authorities shall be borne by the client.
- 3.22** Monitoring shall be done as per guidelines given by Engineer-in-charge. Contractor has to maintain all the parameters of treated effluent within the stipulated limits or he will be penalized for not maintaining the parameters given by RAJASTHAN POLLUTION CONTROL BOARD and client. All expenditure incurred for the same like, suite, fee, court fee, case fee, or the penalty as decided by City Engineer and penalty charged by RAJASTHAN POLLUTION CONTROL BOARD shall be deducted from his pending bills or Security Deposit.
- 3.23 The Contractor shall have to test the sewage samples of the influent and effluent from each of the treatment units at every day through the laboratory provided at the plant; as per the schedule fixed by the Engineer in charge. The same have to be verified and checked by the Client once a week by taking parallel sample from the same point and at the same time and analyzing the same at the clients laboratory/laboratory approved by client. Proper register/record shall have to be maintained by the contractor and any modification /rectification, on the basis of analytical results of samples if required, in performance of each unit shall be carried out immediately. The daily analysis report along with steps for the rectification / modification taken, if any, shall also be reported to the client with the daily report. The weekly report shall also be submitted to the Engineer-in-charge of the Client, with remarks and the steps taken for modification, if any, taken during the period of report frequency of submitting report shall be decided by EIC.
- 3.24 No equipment shall remain idle or unrepared or damaged or unutilized for the period exceeding 5 days. If any equipment is not repaired, rectified and or replaced within 3 days, the contractor shall be penalized with no limit at the rate of Rs. 1000/- per day of delay per each individual equipment of the plant.
- 3.25 If a man on the duty remains absent and there will not be any replacement in his place, the contractor will be penalized at the rate of Rs. 500/- per man per day up to no limit.
- 3.27 The quoted rate shall remain firm and valid for 18 Months of O&M contract.
- 3.28 The payment of O&M charges will be made as per relevant clause of Special Conditions of Contract for O&M. S.D. shall be deducted as per rule. All security deposits/retention money shall be released after 6 month on successful completion of O&M period.
- 3.29 The other terms and conditions described in this tender documents, wherever applicable, shall remain unchanged.
- 3.30 However, during O&M period, the contractor has to supply all the spares, at his cost during major-minor breakdown and also maintenance works.

4.0 MAINTENANCE

- 4.1 The maintenance service provided by the Contractor for the period specified in the Contract shall ensure the continuous operation of the Plant and that the breakdown or deterioration in performance, under normal operating conditions, of any items of Plant and equipment and component parts thereof is kept to a minimum.
- 4.2 The Contractor shall carry out the Maintenance of the plant installations in accordance with the requirements of the O & M Manual and also to the approved Maintenance Plan as mutually agreed.

- 4.3 The Contractor shall adhere to the manufacturers' recommendations with respect to equipment maintenance, the types and grades of lubricants to be used, frequency of lubrication, adjustments to be made regularly and keep in safe custody recommended spares, which may be required for smooth & trouble-free operation of the plant on day to day basis.
- 4.4 The Contractor to operate and maintain all equipment as recommended in the O & M manual and maintain logs and records of the work carried out to keep them in good working condition. The Employer shall approve the format of logs and records.
- 4.5 The Contractor shall prepare and implement an effective plant maintenance programme in consultation with the Employer. It is absolutely the Contractor's responsibilities to look after all sorts of maintenance whether routine, preventive or break down or any other type of maintenance. The Contractor will be responsible to carry out day to day as well as periodic maintenance necessary to ensure smooth and efficient performance / running of all equipment.
- 4.6 The contractor shall along with the O & M Manual submit a write-up covering vision, mission, plan for smooth & trouble-free operation & maintenance of the Plant. It shall include all activities, their duration and planned deployment of manpower and resources.
- 4.7 Contractor shall set-up and maintain laboratory at plant site complete with all equipment, testing instruments, glassware, weigh scale, chemicals, reagents, consumables and carry out necessary calibration from time to time to conduct tests as stipulated in 5.3 below and anyother test required to check some of the basic parameters, not specifically mentioned.

5.0 DOCUMENTATION / REPORTS

- 5.1 The Contractor will run the plant in accordance with this prevailing O & M manuals of the plants in additions to proposed additional units. The Contractor will be responsible for keeping & updating record of documents including History Card for equipment and maintaining every day logbook. The Contractor shall maintain and update logbook and details of operational parameters like pumping hours, aerator operation hours, Amperes, Flow meter reading, H.T. Voltage, Power Factor, energy meter reading, pressure and other reading required are recorded in every shift at regular interval e.g. hourly or as agreed mutually (by JDA).
- 5.2 Printing of log sheets, registers and all necessary stationery required for maintaining records of operations and maintenances has to be arranged by the Contractor at his cost, duly approved by Employer. Format of log sheets, registers will be made available to the contractor by the JDA.
- 5.3. The Contractor shall submit a copy of the weekly/ monthly O & M report or as decided by EIC. This report must include the following:
 - a) Details of plant visit made by any govt. authority like JDA, RAJASTHAN POLLUTION CONTROL BOARD, etc.
 - b) Maintenance carried out due to fault / breakdown of equipment.
 - c) Necessary lab test carried out
 - d) Power cut duration.

7.0 SAFETY, HEALTH AND ENVIRONMENT

- 7.1 The Contractor shall be responsible for safety on Site during the O & M of the Works by the Contractor. Health of workers shall be protected against infectious and contagious

diseases. Medical check-up at every six months shall be done. Environmental protection shall also be given priority so as to conserve the environment.

- 7.2 The Contractor's duties with respect to Safety shall include the following:
- (a) Utilize safety awareness procedures in every element of operation and maintenance.
 - (b) Give emphasis to safety including:
 - i. Safe working and safety procedures as per rules and regulations of Department of Explosives, factory inspector, electrical inspector regarding use of protective clothing, gloves, boots and helmet etc.
 - ii. Cleanliness of the Plant as a whole
 - iii. Awareness of hazardous conditions and accident reporting and necessary compliance
 - iv. Safe practice in Treatment Plant
- 7.3 The Contractor shall be responsible for all safety measures and those procedures adopted shall comply with the Indian regulations pertaining to such work and local safety codes currently in force. Where such codes do not adequately cover the Plant then the Contractor shall ensure that proper safety procedures are followed. Those given below are minimum standards and the works shall not be limited to these, if higher standards prevails. The Contractor will comply with all safety rules and regulations and all interdisciplinary measures as followed by the Employer. The Employer will not be responsible for any accident/ injury to the staff of the Contractor. Further, the Employer will not provide any insurance or free medical facility to the staff of Contractor.
- 7.4 If the work in the vicinity of electrical equipment has to be carried out after connection has been made to the electricity supply the Contractor shall comply with any "Permit to Work" system approved by the Employer.
- 7.5 Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder.
- 7.6 All necessary safety equipment as considered adequate by the Employer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use. The Contractor shall take adequate steps to ensure proper use of the equipment by those concerned, in the following manner:
- (a) Those engaged in handling any material which is injurious to eye shall be provided with protective goggles.
 - (b) Those engaged in welding shall be provided with welder's protective eye-shields.
 - (c) Those involved in works in areas where there is a risk of drowning shall be provided with life jackets.
 - (d) Electrician, wiremen and helper shall be provided with shock-proof shoes.
- 7.7 Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for the prompt rescue of any person in danger. Only after arranging such equipment, tools/ tackles etc. at site work shall be started.
- 7.8 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Employer or his Representative and the inspecting officers.
- 7.9 Notwithstanding the provisions made above the Contractor is not exempted from the operation of any Act or rule in force.

8.0 TOOLS AND TEST EQUIPMENT

- 8.1 A complete set of necessary tools and test equipment required for operation & maintenance of the plant shall be available with the Contractor. This shall enable erection, dismantling, repairing, replacing or testing to be carried out on any part of the Plant whether of an electrical, mechanical or other nature, during the contract period. All tools and test equipment shall be procured, kept at site in good condition and used properly by the Contractor at his expense. The contractor shall prepare and implement an effective plant maintenance program in consultation with the Employer. It is absolutely the contractor's responsibilities to look after all sorts of maintenance whether routine, preventive or break down or any other type of maintenance. The Contractor will be responsible to carryout day to day as well as periodic maintenance necessary to ensure smooth and efficient performance/ running of all equipment.

9.0 INSURANCE CERTIFICATES

- 9.1 Within 14 days of the acceptance of this tender the Contractor shall produce to the Employer a certificate or certificates signed by the Contractor's insurers or their duly authorised agents covering all the persons with accidental policy of sufficient amount as per their grade (30 times monthly salary) with disability benefit provision for them stating that insurance's complying with the requirements of the contract have been effected. No such certificate shall relieve the Contractor of his obligations under the Conditions of Contract to produce to the Employer if required by him the insurance policies and the receipts for payment of premiums.

10.0 ASSISTANCE FOR THE EMPLOYER'S STAFF

- 10.1 The Contractor shall provide all necessary assistance to the Employer and his staff in carrying out their duties of checking setting out, inspecting and measuring the Works. The Contractor shall provide staff, office attendants, labourers and other help as may be needed from time to time by the Employer.
- 10.2 The Contractor shall provide for the Employer and his staff such protective clothing, safety helmets and rubber boots of suitable sizes, 440 volts series hand lamps and the like as may reasonably be required by them. These articles shall remain the property of the Contractor.

11.0 FIRST AID BOX

- 11.1 The Contractor shall at his own cost provide and maintain at the Site of Works standard first aid boxes at minimum six locations as directed and approved by the Employer for the use of his own as well as the Employer's staff on Site as stipulated by local regulations. Contractor shall arrange to train all their staff in first aid treatment within 3 months

12.0 NOTICE BOARDS / DISPLAY BOARDS

- 12.1 The Contractor shall provide a Notice Boards/Display Boards at appropriate locations detailing precautions to be taken by operation and maintenance personnel in work in conformity with Industries and Labour Regulations and Department of Explosives.

13.0 APPLICATION

- 13.1 These general conditions of the contract shall apply to the extent that they are not superseded by provision in other parts of the contract.

14.0 GENERAL ROUTINE MAINTENANCE

To operate and maintain the sewage treatment plant and equipment in accordance with the aim and purpose of treatment. The plant and equipment covered under the above contract will be promptly attended by the contractor including any "Trouble shooting" to

ensure smooth and trouble free operation. The contractor will be responsible for smooth and satisfactory operation and maintenance of the Sewage Treatment Plant on the round the clock basis for contract period from the date of taking over the plant.

- 14.1 (1) Regular cleaning of screens in all shifts as often as required to prevent backing up to sewage. Mechanical screens should be kept properly lubricated as per instruction of the manufactures.
- (2) Cleaning of screens by high pressure water jet (preferably between 11.00 hrs to 12.00 hrs) on daily basis
 - (3) Cleaning of belt conveyor
 - (4) Checking Alignment, tightening of fasteners, and lubrication of gear and other moving parts of screens, conveyor belt, detritor, classifier units, PST/SST bridge & scrapper, scum removal system, rail alignment etc.
 - (5) Checking and inflating types of all trolleys
 - (7) Checking of all pumps, motors, gears etc .for it's proper operation.
 - (8) Checking of gas mixing system, gas holder unit for it's proper operation.
 - (9) Observing/monitoring sludge level in digester unit.
 - (10) Setting SV & Telescopic valve on sludge withdrawal line of PST/SST to suit with the sludge consistency by sample analysis.
 - (11) Checking all the pipelines for preventing choking, water tightness etc.
 - (12) **Monitoring BOD and DO level in treated effluent.**
 - (13) Checking development of foam in Aeration tank and diminish it by water spraying.
 - (14) Safe disposal of screening, grit and dry sludge cake generated on daily basis at a site indicated by employer within 60 km radius of the treatment plant (STP).
 - (15) Avoid strictly the accumulated sludge decomposing in the settling tanks and buoyed to the surface. Septic condition should not arise in the tanks.
 - (16) The return sludge pumps unit should be operated according to the increase or decrease in return sludge rate of flow required to maintain the necessary MLSS in aeration tank unit, based on the sludge volume index. The sludge volume index should be determined daily to know the condition of the sludge.
 - (17) Removal of excess sludge from the secondary tanks to ensure that the sludge is fully aerobic this should be measured daily and recorded. The excess sludge is taken to digester directly or through primary setting tank
 - (18) Watering of plants and trees
 - (19) Sewage treatment plants presents many hazards that must be guarded against. The staff should be trained and compelled to use helmets gumboots, hand gloves etc.
 - (20) Smoking or carrying open flames in and around digesters should be prohibited.
 - (20) All worker should be compelled to observe personal, hygiene such as washing with soap after work as well as washing before taking food.
- 14.2 General routine maintenance schedule for plant units shall be adopted from O&M Manual. However, the general routine maintenance to be carried out by the Contractor's personnel will include but not limited to the following:-
- (a) If it is observed that power consumption per MLD of sewage treated is increased, the contractor has to trace out the fault and rectify the same to bring to the standard Value.
 - (b) De-weeding and cleaning of the Transformer yard and other places.
 - (c) Checking and refilling of silica-gel in the breather of the transformer and checking temperature gauge, vent pipe, voltage tap changing switch
 - (d) Regular watering in the earth-pits.
 - (e) Check for any oil leak in the transformer and intimating and repairing of the same.
 - (f) Opening of end cover & cleaning of dust by Air blowing of induction motors, PMCC and other panel & PCC
 - (g) Checking and replacement of bulbs, tubes, chokes, starters, switches, control etc. throughout the plant and including outdoor lights and high mast pole installation.
 - (h) Replacement of LT panel fuse base, links, fuse, relay, contactor kit (main and auxiliary) and timer.
 - (i) Replacement of HT panel C/T or PT whenever required.
 - (j) Check for any loose connection in electrical equipment and rectification of the same.
 - (k) Monitoring power factor, take corrective steps and ensure optimum power consumption.
 - (l) Replacement of gland packing for the pump, sluice valves etc. whenever required.

- (m) Greasing of bearings and lubricating all moving parts as per the schedule
- (n) Tightening of all loose nut-bolts and other fasteners
- (o) Cleaning of sump tanks
- (p) Lubricating and test operation of the valves
- (q) General cleaning of all equipment and building
- (r) Replacement of pump rubber bush, gland packing, sleeve, bearing, oil seal, shaft, liquid ring and impeller.
- (s) Replacement of motor bearings and terminal plate and rewinding of motor when needed.
- (t) Replacement of non-return valve T bolt, hinge pin, flap/ gate.

15.0 PREVENTIVE MAINTENANCE CHECKS

The Contractor shall adopt a preventive maintenance check's schedule as agreed mutually between the Contractor and the Employer.

15.1 The following checks as a minimum to be performed daily by the Contractor's personnel

- a) Whether there is a change in the sound of a running pump, abrupt changes in bearing temperature and seal leakage?
- b) The pump capacity, pressure, power consumption and vibration level to check if outage is required to address deterioration of specified performance values.
- c) Rise in temperature of bearings in motor, in moving parts and other units, etc.
- d) Working of gauges, sensors and other flow measuring devices
- e) Average power factor, kVARH, kWH consumed

15.3 The following checks as a minimum to be performed weekly by the Contractor's personnel

- a) Pipeline and valve leakage
- b) Functioning of non-return valve
- c) Tightness of all electrical connections of PMCC, APFC, PLC panel etc.
- d) Tightness all cable connections
- e) Temperature rise due to loose connections
- f) Operation of valves and sluice gates.
- g) Current and voltages in all electrical equipment
- h) Average power factor, kVARH, kWH consumed

15.4 The following checks as a minimum to be performed monthly by the Contractor's personnel

- a) Battery voltage, battery charger, topping of distilled water, tightness of terminations etc.
- b) Gland packing
- c) Wear and tear of moving parts
- d) Adoption of Electrical energy conservation methods and energy consumption
- e) Electrical contacts
- f) Motors
- g) Meggering of electrical equipment
- i) Watering of earthing pits

15.5 The following checks as a minimum to be performed quarterly by the Contractor's personnel

- a) Relay testing and calibration if possible of meters, gauges, instruments
- b) Speed of motors
- c) Level gauges and flow meters signals
- d) Cleaning, checking/tightening of L.T. Circuit/Panel
- e) Tightening of PMCC components
- f) Auxiliary DB, Capacitor bank
- g) Battery and Battery charger

15.6 The following checks as a minimum to be performed bi-annually by the Contractor's personnel

- a) Free movement of stuffing box glands, gland bolts to be cleaned & lubricated and packing to be inspected to determine whether it requires replacement.

- b) Pump and motor alignment should be checked and corrected if necessary.
- c) Grease lubricated bearings should be checked to see that they contain the correct amount of grease and that it is still of suitable consistency.

15.7 The following checks as a minimum to be performed annually by the Contractor's personnel

- a) Vibration should be reviewed. If the pump is tending towards unacceptable vibration levels:
 - i. The bearing should be removed, cleaned and examined for flaws and wear.
 - ii. The bearing housing should be carefully cleaned.
 - iii. Rolling element bearings should be examined for scratches and wear.
 - iv. Immediately after cleaning, rolling element bearings that are considered acceptable for reinstallation should be coated with grease. If the bearings are damaged it shall be replaced with new bearing of the correct size and type as per O&M manual.
- b) Shaft sleeve and shaft should be examined for wear.
- c) When coupling halves are disconnected for an alignment check, the vertical shaft movement of a pump with sleeve (journal) bearing should be checked at both ends with packing or seals removed. Any movement exceeding the original design clearance should be investigated to determine the cause. Endplay allowed by bearings should also be checked. If it exceeds that recommended by the manufacturer, the cause should be determined and corrected.
- d) Stuffing boxes should be repacked and the pump & motor should be realigned and reconnected
- e) Overhauling requirement of all equipment
- f) Improvement required if any in operation of plant
- g) Testing and Calibration of all instruments
- h) Transformer cleaning, checking silica gel, oil checking filtering/replacing

16.0 MINOR REPAIR GENERALLY ENCOUNTERED IN THE PLANT

16.1 The minor repairs which have been most often encountered are as given below:
Electrical works

- a) For H.T. Installations
 - i) Replacement of jumpers
 - ii) Replacement of insulator (Porcelain)
 - iii) Replacement of Air-Break Switch
- b) For Both H.T. & L.T. Installations
 - i) Replacement of no-volt coil for VCB
 - ii) Replacement of Cable lugs including terminations
 - iii) Replacement of burnt out HRC fuses
 - iv) Replacement of moving and fixed contacts or contractors
 - v) Repairs to isolators and switch fuse units and replacement of it and fuse base units.

Pump sets

- a) Replacement of coupling bolt and nuts including rubber bushes
- b) Replacement of worn out impeller nut
- c) Replacement of spindle nut in the sluice valve.
- d) Replacement of terminal plate in the motor
- e) Replacement of faulty/dead spares in the battery charger and battery control panel.
- f) Replacement of gland packing, graphite packing from the pump sets.

17.0 ADDITIONAL SCOPE OF WORK

17.1 For other incidental additional work, if any, the Contractor on authorization in writing from the Employer shall execute which is not specifically mentioned in the scope at present.

18.0 ELECTRIC POWER AND WATER

- 18.1 JDA shall pay all the power bills but it shall be Contractors responsibility to collect the bill from JVVNL, Jaipur and submit the same to JDA within due dates so that payment of bill is not delayed. If any penalty is incurred due to late payment then same shall be recoverable from the contractor. If the average power factor in the electric supply company (JVVNL) BILL IS LESS THAN 0.90, the PENALTY /CHARGE FOR THE SAME WILL BE RECOVERED FROM CONTRACTOR/THEIR BILL.
- 18.2 Contractor will have to make his own arrangements for supply of clear potable water in the plant. Contractor shall bear cost towards distribution of water within premises.

19.0 PLANT INSPECTION AND VISITS

- 19.1 The Employer shall check the operation of the plant or designate an organization of his choice to carry out inspections. The Employer or the organization appointed by him shall check that the Contractor is performing the tasks for which he is responsible with due diligence. The Contractor shall at his cost provide all the assistance required by the Employer to complete these inspections.
- 19.2 Before any inspection, the Employer shall give prior notice of three days to the Contractor, indicating the name(s) of the person(s) empowered to carry out such inspection in the name of the Employer. In case of surprise visit, vigilance or other checks, such notice shall not be given.
- 19.3 At the end of each quarter period, or at the initiative of the Employer, a JOINT VISIT shall be organized so that both parties can check the condition of the installation at the plant.
- 19.4 A report shall be drawn up to record the suggestions and opinions of both parties. The Employer reserves the right to call in equipment manufacturers or specialized technicians for these visits.
- 19.5 These visits shall provide an opportunity for examining maintenance programs and operating procedures and improvements requiring therein.
- 19.6 In addition to the above, the Employer reserves the right to arrange the visits of. VIP's dignitaries and other persons of Social or Political repute, as and when necessary, at the Treatment Plant. The Contractor shall offer full cooperation to the Employer on the occasions of such visits.

20.0 MEASUREMENT AND ANALYSIS

- 20.1 The Employer has the right to perform any analysis or inspection he deems necessary.
- 20.2 The Contractor shall be responsible for the security and protection of flow meters at the designed point. If there is any malfunctioning of the meters, action will be initiated by the Contractor to rectify the same and it shall be reported to the Employer immediately.

Signature of Contractors

Executive Engineer (PHE-II)
JDA, Jaipur

Mob. No.

- 1. DEFINITIONS:**
The following definitions shall apply for this Condition of contract for operation and maintenance of Sewage Treatment Plant.
- 1.1 Facility**
Shall mean Entire 30 MLD STP plant including additions, modifications, alterations, replacement and repairs as may be made thereto from time to time.
- 1.2 Adverse operation periods**
The period during which conditions in clause 5.2 are present.
- 1.3 Alternative consumption norms**
Consumption norms for Power, fuel, chemical and other consumables for the period during which alternative output standard prevail
- 1.4 Alternative output standards**
Mutually acceptable output standards for the treated sewage from the treatment facility those are determined after discussion by the parties
- 1.5 Billing period**
Billing Period means each calendar month, except that (1) the first billing period shall begin on the date of issue of completion certificate or any other date as notified by Engineer-In-Charge and shall continue till the last day of the month in which the date issue of Completion certificate occurs; and (2) the last Billing period shall end on the last day of the operation and maintenance period.
Any computation made on the basis of a billing period shall be adjusted on a pro rata basis to take into account any billing period of less than the actual number of days in the month to which such billing period relates.
- 1.6 Employer/Owner/Client**
The "employer" means **Jaipur Development Authority (JDA)**.
- 1.7 Clearances**
Any consent, license, approval, permit, ruling, exemption or other authorization of whatsoever nature which is required to be granted by any competent Authority to undertake, implement, operate and maintain the facility.
- 1.8 Competent Authority**
Any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Govt. of Rajasthan or any other sub-division or instrumentality thereof
- 1.9 Deleted**
- 1.10 Contract Date**
Shall mean the date stated in the Contract Agreement
- 1.11 Contractor**
As in the Contract Agreement
- 1.12 Deleted.**
- 1.13 Design Requirements**
As per this tender specifications
- 1.14 Fixed Payments**
The fixed payment to the Contractor to be made as per Schedule (furnished in Volume IV, Price Proposal) which shall include the cost of remedying of any defects during the defects liability period in accordance with the provisions of this contract.
- 1.15 Good Industry Practice / Good Engineering Practice**
In respect of the Contractor, its subcontractors, and all other such third party agents of the Contractor, practice methods, techniques and standards, as changed from time to time, that are generally accepted for use in international sewage treatment facility construction, development, operations and maintenance taking into account conditions in India.
- 1.16 Maximum Liquidated Damages**
The maximum Liquidated Damages payable by the Contractor in any month shall not be more than 5 % of the Fixed and Variable payment receivable by the Contractor for the year calculated on Nominal Flow of 30 mld.

The maximum Liquidated Damages payable by the Contractor in a year shall not be more than 10 % of the Fixed and Variable Payment receivable by the Contractor for the year calculated on Nominal Flow of 30 mld.

The maximum liquidated damages payable by the Contractor on Termination shall not be more than the Fixed and Variable Payment receivable by the Contractor for the year preceding the termination calculated on Nominal Flow of 30 mld.

1.17 Output Standards

Refers to performance standards as intended in this tender specifications with which the facility has been taken over by the Employer at the time of issue of Completion Certificate to the contractor.

1.18 Nominal Flow

30 MLD, the designed output of the Facility.

1.19 Deleted

1.20 Operations and Maintenance Period (O&M Period)

The period 18 months from date of commencement and ending on the Termination Date.

1.21 Operations and Maintenance Manual

A comprehensive and regularly updated manual, which shall include and address the Treatment processes, maintenance, emergency, repair and replacement, preventive maintenance, corrosion protection, staffing, training and other plans required by the Technical Specifications.

1.22 Operations and Maintenance Services

All Services which are the responsibility of the Contractor and are laid out in this tender specifications for operation and maintenance including those obligations listed in Technical Specifications.

1.23 Raw Sewage

Incoming sewage to the facility / works supplied by employer for treatment purposes having characteristics as per this tender specifications / Conditions of Contract.

1.24 Treated Sewage

Sewage processed and treated in the Facility to meet the Required Output Standards as per these tender specifications at the designated Off Take Point for final disposal, as required.

1.25 Utility

Utility means any and all utility services and installations whatsoever (including gas, Water, sewer, electricity, telephone cable and telecommunications), and all piping, wiring, conduit, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

1.26 Variable Payments

The per unit variable fee for the year as per Schedule multiplied by the actual quantity of sewage treated during the month (determined by the flow measurement as per Technical Specifications) payable to the contractor each month. However, the actual quantity of sewage treated shall not exceed the nominal flow for which the plant is designed.

2. THE CONTRACT:

2.1 Term

The terms and conditions of this section will be in effect during the Operations & Maintenance Period unless expressly specified otherwise.

2.2 Expiry of Operations & Maintenance Period / Term

On expiry of the Operations & Maintenance Period, the Contractor shall return the Facility in an operational condition failing which the Owner shall recover Liquidated Damages from the Contractor as per Annexure 21 (furnished at the end of this section).

3. SCOPE OF WORK / ALLOCATIONS OF RESPONSIBILITIES:

3.1 Deleted

3.2 Operations stage

During the O&M Period the Contractor shall -

- a) Be responsible for providing Operation & Maintenance Services.

- b) Procure and maintain insurance as specified in CLAUSE 11.
- c) Be responsible for the security of the Facility and comply with applicable laws and/or statutory requirements as may be applicable in the land from time to time.
- d) Plan, manage, coordinate and execute the treatment of sewage as per the instructions given by the Owner.
- e) Be responsible for the routine maintenance of the facility as well as any capital replacement that may be required from time to time to either enhance the performance of the facility or to meet the agreed specifications mentioned in the Operations and Maintenance Manual and pursuant to clause 5 of this Conditions of Contract for Operation and Maintenance

3.3 Releases

3.3.1 Release of Raw Sewage

The Contractor shall carry on its activities in the Facility in such manner that raw sewage will not be released, leak or spill onto the Site or elsewhere. The Contractor shall bear the cost of correcting any adverse consequences resulting from any such release, leakage or spillage, and shall make and file any reports with respect thereto required under this Conditions of Contract for Operation and Maintenance and Applicable Law.

3.3.2 Release of Hazardous Substances or Hazardous Waste

The Contractor, after first notifying the Owner, shall be responsible for fulfilling all notification or reporting requirements associated with any release of any substance into the environment from the Facility or the Site as required by Applicable Law or by any Legal Entitlement including, but not limited to, the notification or reporting of releases of Hazardous Substances or Hazardous Waste. The Contractor shall prepare a memorandum evidencing such notification or reporting and provide copies thereof to the Owner, along with any documents provided to the relevant regulatory agency regarding such release.

3.4 Disposal of Residue (Screenings, grit, sludge etc. from treatment facilities)

3.4.1 Residue Management

- 1) The Contractor shall make all necessary arrangements with the owner or operator thereof for the disposal of all Residues during the Term of this Conditions of Contract for Operation and Maintenance at the Residue Disposal Site identified by Employer, the location of which and approx. maximum distance from plant is approximately within **60 Km radius** of treatment plant as specified elsewhere also as part of these tender specifications. The Contractor shall dispose of residue at the Facility in an enclosed in accordance with the Technical Specifications, so as not to create, nuisance, odour or degradation of the surrounding environment.
- 2) The Contractor shall operate the Facility and treat Raw Sewage so as to minimize the production of Residue and comply with the Required Output Standards. The Contractor shall segregate, collect and store all Residues from treatment operations. The Contractor shall transport all Residues to a Residue Disposal Facility after washing the same, when required in a safe and environmentally sound manner and in accordance with Applicable Law.
- 3) Except as otherwise provided in this sub clause, all cost and expense of Residue disposal shall be borne by the Contractor, and no Uncontrollable Circumstance [or Force Majeure shall entitle the Contractor to any relief or additional compensation hereunder.
- 4) In the event that the Residue, without Contractor's Fault, is deemed to be a Hazardous Substance or Hazardous Waste (i.e. due to quality of raw sewage), the Contractor shall be entitled to recover from the Owner, subject to Cost Substantiation, the difference between the cost and expense of disposing of the Residue as a Hazardous Substance or Hazardous Waste and the cost and expense of disposing the Residue if it were not a Hazardous Substance or Hazardous Waste.

3.4.2 On-Site Disposal or Residue

The parties acknowledge that the Contractor may dispose of Residue at a disposal location located outside the Site. The use of such disposal location for such purposes shall be subject to all of the requirements for a Residue Disposal Facility hereunder.

3.4.3 Transportation Operations

In the event of a spill, leak or loss of Residue during transit, the Contractor shall immediately arrange for the cleanup and transportation of the material to a Residue Disposal Facility at the Contractor's sole cost and expense, pay any resulting fines, assessments, penalties or damages resulting there from, and indemnify, defend and hold harmless the Owner in accordance with the procedures provided in this Conditions of Contract for Operation and Maintenance and from all Loss-and-Expense resulting thereof.

3.4.4 Residue Disposal Facility Information

The Contractor shall keep and maintain such logs, records, manifests, bills of lading or other documents as the Owner may deem to be necessary or appropriate to comply with Legal Entitlements and to monitor and confirm compliance by the Contractor with the requirements of this section, and shall collect and promptly provide the Owner with a copy of all weights and measures, data and information relating to Residue quantities generated and disposed of hereunder.

3.5 Owner's right to rectify

The Owner retains the right, at the cost of Contractor, to perform any of these material obligations on default of the Contractor,

3.6 Responsibilities of the Owner

During the O&M Period, the Owner will provide

- a) Free of charge Raw Sewage.
- b) Power supply to the Facility as per the requirement plant.

4 PAYMENTS

- 4.1.1 a) The contractor will pay for any potable water supply supplied by the owner (subject to availability).
- b) The contractor has to make his own arrangement to receive, store and distribute water within the facility.

4.1.2 Electricity and Fuel Charges

- (i) The energy charges shall be paid by the owner.
- b) In case of contractor not able to maintain power factor of 0.90 or more during any particular month, any surcharge/penalty raised by JVVNL due to low power factor shall be payable by the contractor
- (ii) **In case of power failure, The DG set shall be operated to keep the STP operational. The charges for DG set operation shall be payable as per BOQ and scope of work.**

4.1.3 Billing and Payment Procedure

- a) The contractor shall prepare and submit to the employer, each month, invoice for payments receivable by the contractor with all supporting documents. The calculations shall be submitted between the first and fifth working day of the month for the preceding month.
- b) The payment calculation shall include
 - Fixed Payments
 - Variable Payments
 - Liquidated damages as per Clause 4.2
- c) The employer shall have fifteen (15) calendar days from receipt of such invoice to notify in writing to the contractor its acceptance thereof or the grounds of disputing such invoice. The employer shall pay to the contractor the accepted amounts within Thirty (30) calendar days from the date of acceptance.
- d) **Security Deposit:**
Refund of Security deposits already deducted shall be made after six month of issuance of Operation and Maintenance Completion Certificate.

4.1.4 **Fixed and Variable Cost :**

- (i) Fixed payment shall include the payment for manpower, civil structures maintenance such as painting, white washing, laboratory analysis, office/fax/phone maintenance cost, major and minor repairs of all kinds including spares and replacement, oil and grease cost. Fixed cost shall be indicated for each year for Five Years of O&M.
- (ii) Variable cost shall include the following
 - Cost towards chemicals if any required for treatment.
 - Chlorine Dosage
 - Sludge / Silt / Screening / Grit disposal
 - Fuel charges (HSD) for DG set

4.1.5 **Disputed Payment**

If there is any dispute in the whole or part of any invoice submitted by the contractor, the employer shall pay such amount of the invoice in question, which is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute. Any or all amount so withheld, but subsequently found to be properly payable following the resolution of such dispute, shall not carry any interest.

4.1.6 **Currency of Payment**

The currency of payment shall be in Indian Rupees only.

4.1.7 **Taxes**

The contractor shall be responsible for paying all taxes including GST etc. assessed as due and enforced from time to time payable by the contractor associated with the carrying out of the services. The employer shall be entitled to withhold from payment to the contractor any amount it is required by law to so withhold.

4.2 Liquidated Damages

4.2.1 For the quantity of treated sewage

If the pumped sewage quantity parameters do not meet the output standards, then liquidated damages shall be payable as per Annexure III (furnished at the end of this section).

4.2.2 The treated sewage quantity levels shall be calculated on the basic average over the relevant period of 24 hours.

4.2.3 Limit on Liquidated Damages

Notwithstanding the above, the liquidated damages payable by the contractor shall not exceed the Maximum Liquidated Damages.

4.2.4 It is understood that liquidated damages are not a penalty but represents a reasonable estimate of fair compensation which are payable without proof of actual damage for a failure to meet the stipulated conditions which otherwise is impracticable or extremely difficult to fix the actual damages resulting from failure of the contractor to meet such output standards.

4.2.5 Silt / Sludge / Screening / Grit removal

If the contractor fails to remove silt / sludge / screening / grit etc. in the treatment plant from the date of receipt of letter from the employer, then the silt/sludge/screenings/grit shall be removed by the employer by engaging other agencies and the cost will be recovered from the contractor.

5. OPERATIONS:

5.1 **Variability of Output**

5.1.1 **Variation in Treated Sewage Quantity required by Owner**

- 1) Throughout the Operations & Maintenance Period, the Owner has the right to demand Treated Sewage in accordance herewith and to convey Raw Sewage to the Facility in order to enable the Contractor to meet such Treated Sewage discharges. The Owner shall not be liable to damages or otherwise for any failure to discharge Treated Sewage or to supply Raw Sewage, or for the quantity or quality of Raw Sewage conveyed to the Facility for treatment.
- 2) The Contractor shall have the obligation to discharge treated sewage in quantities up to the Nominal Flow in accordance with the terms and conditions of this Conditions of Contract for Operation and Maintenance and the schedules to this Conditions of Contract for Operation and Maintenance. Failure to comply with such obligations shall attract the levy of liquidated damages for the violation of stipulated treatment standards by the Contractor.
- 3) If the quantity of treated sewage from the facility can be increased in the

existing system without impacting the annual fixed costs to the contractor, the contractor shall comply with such requirements.

If the per unit variable cost as per Schedule-H is adversely affected by such increase in quantity of treated Sewage, the additional costs to the Contractor, over and above the variable costs indicated in Schedule-H, will be reimbursed by the Owner.

- 5) For a sustained requirement of higher throughput from the Facility for a period beyond 2 months, the Contractor may be required to frame and submit a proposal for revising the periodic payments made by the Owner that shall be implemented if mutually acceptable.
- 6) For a sustained requirement of lower throughput from the Facility by the Owner for a period beyond 2 months, the Owner may frame and submit a proposal for revising the periodic payments made by the Owner that shall be implemented if mutually acceptable.

5.1.2 **Variation in Treated Sewage Quality**

- 1) Throughout the Operations & Maintenance Period, the Contractor shall, at its own cost and expense, ensure that the Treated Sewage output from the Facility shall meet the Required Output Standards. Failure to ensure such conformance shall invoke payment of Liquidated Damages along with the notices to be complied as well as the penalty imposed etc. or any action by the statutory controlling authorities shall be borne by the contractor.

5.2 **Adverse Operating Conditions**

5.2.1 **Non-availability of Raw Sewage**

- 1) Throughout the Term of this Conditions of Contract for Operation and Maintenance, the Owner shall be responsible for supplying Raw Sewage as per clause 3.6 of this Conditions of Contract for Operation and Maintenance.
- 2) Notwithstanding the above, inability of the Owner to supply Raw Sewage shall not construe default by Owner.
- 3) In the event of non-availability of Raw Sewage to the Facility, the responsibilities of the Contractor shall stand suspended. During such period of suspension, the Owner shall be liable to pay to the Contractor the Fixed Payments and the cost of inventory holding (such as consumables) which have been paid for by the contractor. In the event of sustained inability to supply Raw Sewage to the Facility for a period greater than two weeks, the Owner shall be liable to pay only inventory holding charges for chemicals and consumables that may have been stored by Contractor for the purpose of Treatment of Sewage, that may otherwise have been required, as per the consumption norms specified at the time of bidding. Such charges shall be payable for each day beyond the period of two weeks mentioned herein above, till such time as the Owner resumes supply of raw sewage to the contractor.

5.2.2 **Deterioration of Raw Sewage Quality**

- 1) In the event the Raw Sewage quality deteriorates, the following provisions will be applicable
 - a) If the Raw Sewage can still be treated to meet the Required Output Standards, the Contractor shall comply with such specifications.
 - b) In the event it is not possible to meet the Required Output Standards, the Contractor shall, as soon as practically possible, inform- the Owner. The Parties shall consult in good faith to arrive at mutually acceptable alternative Output Standards, which the Contractor shall comply with till the time the Raw Sewage quality is restored.
 - c) In the event it is possible to meet the Required Output Standards, but an increase in fixed and variable costs is unavoidable, the Contractor shall, as soon as practically possible, inform the Owner, but shall continue to meet the Required Output Standards for a minimum period of 45 days within which period the Parties shall consult in good faith to arrive at the compensation payable to the Contractor.
 - d) The Liquidated Damages during the above Adverse Operating Period, if any,

shall be recalculated using the Alternative Output Standards.

5.2.3

Deleted

5.3

Planned Outage

The contractor shall maintain the Output Standards at all times during the O&M period irrespective of any planned maintenance that may be undertaken by him.

5.4

Personnel

- (i) The Contractor shall appoint, on or before the date of issue of Completion Certificate, a properly qualified, competent and experienced person to act as the Contractor's Representative, which appointment shall be subject to the approval of the Owner and such approval shall not be unreasonably withheld or delayed.
- (ii) The Contractor's Representative shall be authorized and empowered to act for and on behalf of the Contractor on all matters relating to the rights and obligations of the Contractor during the O&M Period. In all such matters, the Contractor shall be bound by the written communications, directions, requests and decisions given or made by the Contractor's Representative. The Contractor's Representative shall not be entitled to amend this Contract on behalf of the Contractor.
- (iii) The Contractor's Representative will direct and manage the Contractor's resources and have full responsibility for the operation, maintenance and administration of the Facility along with the strict adherence to the stipulated discharge standards for final disposal of the treated sewage.
- (iv) The Owner shall appoint, on or before the date of issue of Completion Certificate, an Owner's Representative and notify the Contractor of such appointment.
- (v) The Owner's Representative shall have authority to act on behalf of the Owner in relation to all matters concerning the scope of work during the O&M Period, save to the extent of any limitation on such authority of which the Owner has given the Contractor notice. In no event shall the Owner's Representative have any authority to relieve the Contractor of any obligation or liability or to amend this Contract.
- (vi) The Contractor shall identify, interview and hire sufficient number of qualified and trained (and if required, licensed) personnel to perform its obligations during the O&M Period as per these tender specifications / O&M specifications.
- (vii) All Contractors' personnel employed at the plant at any time during the O&M Period will be provided by the Contractor. The Owner is not liable for personnel in any way and cannot be held responsible in the event of litigation of any sort between the Contractor and members of plant personnel or their representatives or non-performance of obligations due to any strike or other industrial action by the Contractor's workmen (including those of its subcontractors, suppliers etc).
- (viii) The Contractor undertakes to comply with applicable legislation and the code of labour law on matters of health, hygiene and safety, and shall assume responsibility for works required in the event of any change in applicable regulations and shall also require its subcontractors to comply with this clause.
- (ix) The minimum personnel required are mentioned in the operation and maintenance specification (Special).
- (x) The Contractor undertakes to provide the training that may be necessary from time to time to all the personnel employed in the facility, at its own cost and responsibility.
- (xi) The Contractor further undertakes to train persons nominated by the Owner in order to be able to effectively carry on the operation & maintenance of the facility during a period of emergency/Force Majeure when the obligations of the Contractor have been temporarily suspended,
- (xi) The Contractor also undertakes to provide training to the personnel nominated by Owner to take over the operation & maintenance of the facility at the time of termination/forced termination of this Conditions of Contract for Operation and Maintenance.

5.5 Maintenance/Repairs

5.5.1 Ordinary routine Maintenance, Repairs and Replacements

- (i) The contractor at its own cost and expenses shall maintain the Facility in good working order and repair and in a neat orderly condition, including the cleanup of litter and debris on a daily basis or more frequently, if required, shall maintain a spare parts inventory necessary to performance maintenance required as per the operation and maintenance manual, and shall maintain the aesthetic quality of the Facility as originally constructed and in accordance with the technical specifications, with due allowance for reasonable wear and tear and depreciation.
- (ii) The contractor shall provide or make provisions for all labour, materials, and equipment which are necessary for the normal operation and maintenance of the Facility and shall conduct the required predictive and preventive maintenance of the Facility consistent with the operation and maintenance manual. The contractor shall maintain maintenance logs in accordance with the preventive maintenance plan set forth in the operations and maintenance manual.

5.5.2 Major maintenance, Repairs and Replacements

- (i) The contractor shall be responsible for providing all Major Maintenance, Repairs and replacement of the machinery, equipment, structures and improvements constituting the facility during the Operation & Maintenance period. No such Major Maintenance, Repair or Replacement shall constitute a Facility Modification for which the Owner shall be financially responsible hereunder.
- (ii) The contractor shall submit a periodic statement outlining the scheduled maintenance, repairs and replacements, whether routine or major or otherwise, and the actual status of the maintenance, repairs and replacements carried out by the contractor up to that date, in order to prove compliance with the provisions of this conditions of contract and the Operations and Maintenance manual.
- (iii) The Owner and the Owner's representative shall have the right to conduct inspections at the Owner's sole expense and risk at any time in order to assure that the Facility is being properly operated and maintained, repaired and replaced in accordance with this Conditions of Contract for Operation and Maintenance.
- (iv) The Contractor shall at least semi-annually and at least once during each period when Major Maintenance, Repair and Replacement activities required hereunder are being carried out by the Contractor, at the Owner's request, conduct a day-long "Walk-through" of each component of the Facility in which the Contractor shall demonstrate to the Owner's inspectors that all Major Maintenance, Repair and Replacement activities required hereunder are in fact being carried out by the Contractor.
- (v) The Major Maintenance, Repair and Replacement plan set forth in the Operations and Maintenance Manual shall contain the basic principles under which the Contractor shall carry out its Major Maintenance, Repair and Replacement program required by this Conditions of Contract. Such plan shall also contain a detailed listing of Major maintenance repair and replacement activities which would be required to be performed by the Company over the Term of this Conditions of Contract for Operation and Maintenance in order to achieve the standard of overall Facility over its expected useful life. The Contractor shall make and complete all Major Maintenance, Repairs and Replacements to the Facility that are necessary to achieve such standard of repair and replacement by performing all such listed activities within the timeframe indicated in the Operations & Maintenance Manual.
- (vi) The parties acknowledge that, in light of the long term nature of the Conditions of Contract for Operation and Maintenance and the practical limitations on predicting with specificity the useful life of any particular asset, it may be appropriate from time to time to alter such Major Maintenance, Repair and Replacement plan. Such alterations to the plan shall be made via updates to the appropriate sections of the Operations and Maintenance Manual. No such alteration shall be made unless the Contractor demonstrates to the satisfaction of the Owner that the sum of all Major Maintenance, Repair and Replacement services performed to date by the Contractor, and all Major Maintenance, Repair and Replacement services to be performed under any such alteration, shall result in a standard of overall Facility maintenance and repair which is equal to or better than the standard represented by the activities to be

performed under the Operations and Maintenance Manual. The Contractor shall cooperate with the Owner in identifying any such alterations which may be desirable in order to anticipate or address the technological obsolescence of any component, system or process of the Facility, and in proposing alterations for the Owner's approval.

5.6 Additions / Modifications to the Facility

Any additions to the Facility sought by the Owner-, over and above those required to meet the Contractor's obligations under this Contract, including but not limited to expansion of the Facility, shall be carried out by the Contractor at the expense of the Owner. Such expenses will cover the costs of such additions as well as a percentage fee for the Contractor to be agreed between the Contractor and the Owner. The Owner shall also bear any incremental expenses (along with the percentage fee for the Contractor) required to maintain such additions during the O&M Period.

5.7 Owner's rights:

5.7.1 Inspection

- (i) The Owner may periodically check the operation as well maintenance of the Facility or designate an organization of its choice to carry out inspections of the Facility to satisfy itself that the Contractor is performing its obligations with due diligence, at its own cost.
- (ii) Any assistance required for such inspection of the Facility shall be provided by the Contractor at its own cost.

5.7.2 Technical Audit

The Owner has the right to conduct a technical audit of the Facility and to perform any analysis or inspection it deems necessary. Before any such inspection, the Owner shall give a prior written notice of one day to the Contractor. The Contractor shall at the Contractor's sole cost and expense provide all assistance the Owner requires to complete these inspections. Such audits may cover all or any of the obligations of the Contractor, including without limitation,

- a) Verification of the system capacity save for normal wear and tear during the O&M Period
- b) Verification of the performance standards and useful life of the individual assets of the Facility, save for normal wear and tear during the O&M Period
- c) Verification of the capacity of the Facility to meet Output Standards during the residual life of the Facility saves for normal deterioration expected during such residual life
- d) Sampling, testing and verification of the Output Standards for treated Sewage, Sewage losses

5.7.3 Facility / Plant Visits

- (i) At the end of each three-month period, or at the initiative of the Owner, a visit shall be organized so that both Parties can check the condition of the installations at the Facility.
- (ii) A report shall be drawn up to record the opinions of both Parties. The Owner reserves the right to call in equipment manufacturers or specialized technicians for these visits.
- (iii) These visits shall provide an opportunity for examining maintenance programs and operating procedures and improvements requiring additional investments.

5.8 Other Contracts

- (i) The Contractor shall not delegate its responsibilities hereunder nor subcontract any part of the services to be provided by him hereunder without the prior written consent of the Owner. If the Contractor subcontracts its responsibilities hereunder or subcontracts any part of the services to be provided by him hereunder with the consent of the Owner, the Contractor shall not be relieved from any liability or obligation under this Contract and the Contractor shall continue to be responsible for the act, defaults or negligence of any sub- contractor as fully as if it were the acts, defaults or negligence of the Contractor, its officers, employees or agents.
- (ii) The period of validity of any contractual commitment for provision of services or material or personnel to the Facility or any subcontract entered into by the Contractor with any party shall not extend beyond the Termination Date.

- (iii) All such contractual commitments to be entered into by the Contractor should be freely assignable to the Owner or to any other contractor during the O&M period.
- (iv) The Contractor cannot create a charge on any assets of the Owner or the assets purchased under the Contract.

6. Emergencies

6.1 Contractor Action

In the event of emergency endangering life or property, the Contractor shall take such action as may be reasonable and necessary, at the own cost and expense, to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report any such incidents, including the Contractor's response thereof, to Owner's Representative.

6.2 Personnel and Expenditure

The Contractor shall utilize its personnel to take such action as may be reasonable and necessary in the event of an emergency. Notwithstanding anything to the contrary in this Conditions of Contract for Operation and Maintenance, the Contractor may incur any expenditure or take any other measure, which the Contractor deems to be necessary (in accordance with Good Industry Practices) in the case of emergencies affecting the Facilities or the operation of the Facilities to counteract the effects where the Contractor considers immediate action is required to safeguard lives or property (and provided that any communication with the news media made by the Contractor shall provide only enough information to satisfy immediate public concern).

6.3 Notification

In the event of an emergency the Contractor shall forthwith notify the Owner's Representative of the emergency, the expenditures made and the actions taken. The Contractor shall discuss without delay the further actions which should be taken as a result of that emergency.

7. FORCE MAJEURE

7.1 Definition

- (i) "Force Majeure" ("FM") shall mean any event or circumstances or combination of events or circumstances (and their consequences) such as political or natural calamities/disaster occurring on or after the date of issue of Completion Certificate that materially adversely affect(s) the performance of the Employer's and/or the Contractor's (Affected Party) rights or obligations under this contract provided that such events and/or circumstances
 - a) are beyond the reasonable control, directly or indirectly, of the Affected Party (it being understood that if a causing event is within reasonable control of an Affected Party, the direct consequences shall also be deemed to be within such Party's reasonable control); or
 - b) Could not have been avoided, overcome or remedied if the Affected Party has taken reasonable care or has acted in accordance with Good Industry Practices.
- (ii) "Reasonable care" includes any acts or activities that protect the Facility from a casualty event which are reasonable in the light of the likelihood of such event, the probable effect of such event should it occur, and the likely efficacy of the protection measures.
- (iii) The following conditions shall not, however, constitute a Force Majeure event
 - a) Late delivery of plant, machinery, equipment, materials, spares parts or consumables for the Facility.
 - b) A delay in performance of any of the Contractor's sub-contractors.
- (iv) Notwithstanding anything contained in this Section, insufficiency of funds shall not constitute a Force Majeure event.

8. Termination

Termination shall mean the termination of the O&M Contract by the Employer or the Contractor in accordance with Clause 8.1 or 8.2 respectively, giving a 30 days written notice (Termination Notice) to the defaulting party.

8.1 Termination by Employer

The Employer may terminate the O & M Contract by notice on:

- (a) The dissolution or insolvency of the Contractor, pursuant to an order of a court or the bankruptcy of the Contractor; or

- (b) If 45 days having passed since the Contractor is in material breach of his obligations under these Conditions, or
- (c) sustained inability (for a continuous period of two weeks) to meet the minimum output standards.
- (d) If the cumulative liquidated damages in a year exceed the Maximum Liquidated Damages.
- (e) If the Contractor ceases to carry on its business; or
- (f) Abandonment;
- (g) The subsisting Force Majeure event as provided in Clause 7 above.

8.2 Termination by Contractor

The Contractor may terminate the O & M Contract by notice on:

- (a) The Employer has not paid to the Contractor any undisputed amounts for 3 months after they become due; or
- (b) The dissolution or insolvency of the Employer, pursuant to an order of a court or the bankruptcy of the Employer; or
- (c) 45 days having passed since the Employer is in material breach of his obligations under these Conditions.

8.3 Payments upon Termination

8.3.1 Upon termination or as soon as practicable thereafter an account shall be taken of the net amount owing from the Employer to the Contractor or from the Contractor to the Employer (as the case may be). The Employer shall forthwith pay to the Contractor (if the balance is due to the Contractor) all moneys due to the Contractor. If the account shows a balance due to the Employer from the Contractor, the Contractor shall forthwith pay any such balance to the Employer;

8.3.2 As part of the calculation made pursuant to clause 8.1 of the amounts due to the Contractor on Termination, the following amount shall be taken into account:

8.3.2.1 The portion of the O & M Price outstanding and payable by the Employer for the period prior to the Termination;

8.3.2.2 Any Delay Damages or indemnities for which the Contractor would be liable under these Conditions upto the date of Termination;

8.3.2.3 Any other amounts due to the Employer under these Conditions by the Employer.

8.3.3 In case of a Termination by the Employer in accordance with Clause 8.1 the Employer may recover other than the amounts due to him under Clause 8.3.2, any costs incurred by him in finding any replacement contractor.

8.3.4 In case of Termination under Clause 8.2 by the Contractor, the Contractor may recover the O & M Price payable for 15 days.

8.4 Successor to the Contractor

Upon Termination:-

8.4.1 The Contractor shall use all endeavours to facilitate the appointment and commencement of duties of any person to be appointed by the Employer to operate and maintain the facilities (the "Successor Contractor") so as not to disrupt the normal Operation & Maintenance of the Facilities and shall provide full access to the Facilities and to all relevant information, data and records relating thereto by the Successor Contractor and its representatives and accede to all reasonable requests made by such persons in connection with preparing for taking over the Operation & Maintenance of the Facilities,

8.4.2 Promptly after Termination, the Contractor, shall deliver to (and shall, with effect from Termination, hold on trust for and to the order of) the Employer or (if so required by the Employer by written notice) to the Successor Contractor all property in its possession or under its control owned by the Employer or leased or licensed to the Employer;

8.4.3 The Contractor shall transfer to the Successor Contractor, as from the date of Termination, its rights as the Contractor under all contracts entered into by it in the performance of its obligations under these Conditions or relating to the Operation & Maintenance of the Facilities. Pending such transfer, the Contractor shall hold its rights and interests there under for the account and to the order of the Successor Contractor.

8.4.4 **The Employer shall be reimbursed any cost and expenses incurred by him due to default of the Contractor in discharging its obligations under this Clause 8.1.**

- 8.4.5 **The Contractor shall, upon Termination of the O & M Contract, co-operate with the Employer and the Successor Contractor and comply with all reasonable requests thereof, including the execution of documents etc.**
- 8.4.6 Upon Termination of the O & M Contract on expiry of the terms of the O & M Contract, the Parties agree that:-
- 8.4.6.1 The Contractor will use reasonable efforts to ensure a transition to the next Contractor that will avoid operating difficulties for the Facilities.
- 8.4.6.2 **For a six (6) month period after Termination or six (6) months prior to the expiration of the O & M Contract, the Contractor shall, at his expense, provide sufficient assistance to the Employer in the hiring and training of replacement personnel for those Facilities.**
- 8.5 Notwithstanding anything else herein contained the Employer shall be entitled to terminate the O & M Contract, at any time at the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after issuance of the notice of termination.
- 8.5.1 On the expiry of the O & M Contract or Termination of the O & M Contract, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no cost, in good working order, except for normal wear and tear. The Employer may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order. The Contractor shall also hand over any unutilized spares, consumables etc. purchased for the Facilities.
- 8.5.2 At the end of O & M Period, the Contractor shall be entitled to receive an O & M Completion Certificate within thirty (30) days.
- 8.5.3 The delivery of such O & M Completion Certificate will relieve the Contractor from his responsibility as regard to the operation & maintenance of the Facilities and confirm that the Contractor has fulfilled all of his obligations under these Conditions.
- 9 INDEMNIFICATION**
- 9.1 **Loss or Damage to Facilities**
The Contractor shall at its own expense make good any physical loss or damage to the Facilities occasioned by it in the course of the performance of its obligations under these Conditions if and to the extent such loss or damage is caused by the negligence, willful default or breach of statutory duty or failure to follow Good Industry Practices by the Contractor.
- 9.2 **Other Loss or Damage**
- 9.2.1 The Contractor shall indemnify, defend and hold harmless the Employer against any and all liabilities, losses, damages and claims of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or any employee of the Employer or in respect of loss of or damage to any third party property or property belonging to employee of the Employer by:
- (i) Any breach by the Contractor of its obligations hereunder; and
(ii) Any negligence, willful default or breach of statutory duty on the part of Contractor, or its subcontractors or their respective agents or employees.
- 9.2.2 **The Contractor shall indemnify, defend and hold harmless the Employer against any and all liabilities, losses, damages and claims of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of any person employed by the contractor or its subcontractors in connection with the performance of the Contractor's obligations hereunder except to the extent that such death or injury is caused by the acts or omissions of the Employer or their employees.**
- 10 Limitation of Liability**
- 10.1 The total liability of the Contractor shall not exceed the yearly Fixed and Variable payments calculated on Nominal Flow.
- 10.2 This clause shall not limit the liability of the Contractor:
- a) under Clauses 4.2 & 9,
b) Under any other provisions of the contract which expressly impose a greater liability,
c) In case of fraud, willful misconduct or unlawful acts, or
d) In case of acts or omissions of the Contractor which are contrary to the most

elementary rules of diligence which a conscientious contractor would have followed in similar circumstances.

11. INSURANCE

- (i) The Contractor shall, without limiting its or the Owners obligations and responsibilities insure:
 - a) The Works, together with materials and Plant for incorporation therein, to the full replacement cost (term "cost" in this context shall include profit).
 - b) The Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.
- (ii) The insurance detailed above shall be in the joint names of the Contractor and the Owner at the Owner's cost and shall cover the Owner and the Contractor against all loss or damage from whatsoever cause arising, other than the Contractor's obligations as provided, from the start of the operation and maintenance in respect of the Facility or any Section or part thereof-as the case may be.
- (iii) Any amount not insured or not recovered from the insurers shall be borne by the Owner or the Contractor in accordance with their responsibilities.
- (iv) The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Owner as separate insurers.
- (v) The Owner shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Owner, its agents or servants, The Contractor shall indemnify and keep indemnified the Owner against all such damages and compensation, other than those for which the Owner is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (vi) The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by the Contractor on the Facility Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Owner is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Owner, when required, such policy of insurance and receipt for the payment of the current premium.
- (vii) Notwithstanding the provisions of this or any other Clause, the Owner reserves the right to require the Contractor to procure the necessary insurance as laid out here above at the Owner's sole cost and expense.
- (viii) In the event that the Contractor or the Owner fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each will indemnify the other against all losses and claims arising from such failure according to the Contract conditions.

12 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

12.1 Confidential Information

Subject to Clause 12.2, the Contractor shall at all time during the O & M Period and for a period of two years after that:

12.1.1 use all efforts to keep all information regarding the terms and conditions and any data or information acquired under or pursuant to these Conditions confidential and accordingly shall not disclose the same to any other person; and

12.1.2 not use any document or other information (whether technical or commercial) obtained by them by virtue of these Conditions or the Contract concerning the Employer's undertaking for any purpose other than performance of the its obligations under these Conditions;

Provided that the provisions of this Clause 12.1 shall not apply to information which at the time of disclosure was in the public domain other than by breach at the foregoing obligations of confidentiality.

12.2 Disclosure of Confidential Information

The Contractor shall not be entitled to disclose the terms and conditions of these Conditions and any data or information acquired by it under or pursuant to these Conditions without the prior written consent of the Employer unless such disclosure is made in good faith:

- 12.2.1 To any outside consultants engaged by or on behalf of the Contractor and acting in that capacity, having made them aware of the requirements of this Clause 12.
- 12.2.2 To the lenders, any security trustee, any bank or other financial institution and its advisers from which the Contractor is seeking or obtaining finance, having made them aware of the requirements of this Clause 12.
- 12.2.3 To the extent required by Applicable Law;
- 12.2.4 To any insurer under a policy of insurance; or
- 12.2.5 to the Contractor's Personnel having made them aware of the requirements of this Clause 12;

12.3 Information

The Contractor shall:

- 12.3.1 make available to the Employer without charge such materials, documents and data of any nature (except any materials documents and data protected by legal privilege or which is subject to any duty of confidentiality to any third party) acquired or brought into existence in any manner whatsoever by it as the Employer may request for the purposes of exercising its rights or carrying out its duties in respect of the Facilities or exercising its rights under or performing its obligations under these Conditions.
- 12.3.2 make available to the Employer other such materials and documents and data acquired or brought into existence by third parties as the Employer may request for the purposes referred to in clause 12.3.1 above.

12.4 Third Party Intellectual Property

The Contractor shall:-

- 12.4.1 procure that any intellectual property owned or developed by third parties and utilized by the Contractor in connection with the performance of its obligations under these Conditions is licensed to the Contractor for the purposes of the Operation & Maintenance or repair of the Facilities and otherwise for the purposes of the Facility; and
- 12.4.2 Ensure that the Contractor shall have the right to sub-license that intellectual property to the Employer and any Successor Contractor for use in connection with the operation, maintenance and repair of the Facilities. These licenses should survive termination under these Conditions. The Contractor shall grant all such sub-licenses. If any fee is payable to the licensor in consideration of any such sub-license, the Contractor shall pay such amount during the O & M Period and each such license shall be irrevocable.
- 12.4.3 Indemnify and hold harmless the Employer against any action, claims, damages, and losses caused to the Employer by the owner of the Intellectual Property due to the allegedly unauthorized or improper use of this intellectual property by the Contractor for the fulfilment of his obligations under these Conditions.

12.5 Successor Contractor

If the licenses and sub-licenses of intellectual property granted under this Clause respectively shall survive termination of the O & M Contract in accordance with the terms of this Clause, the Employer shall be permitted to grant sub-licenses of intellectual property licensed to it there under to any Successor Contractor of the Facilities for use only in connection with the operation, maintenance and repair of the Facilities provided that such Successor Contractor concludes an agreement with the Contractor or, as the case may be, the licensor of any such intellectual property on terms which it may reasonably require any payment in connection with those sub-licenses. Where intellectual property has been sub-licensed to the Employer under this Clause and such sub-license is not subject to revocation by the Contractor there under, the Contractor shall take such actions as the Employer may request in connection with the grant of licenses to any Successor Contractor for the purposes set out above.

Signature of Contractors

Executive Engineer (PHE-II)
JDA, Jaipur

Mob. No.

O&M for Power Backup

1. O & M of DG set

Scope of work for O & M of DG Set includes the comprehensive operation & maintenance of following as per instruction manual & log books of original make of D.G. Set.

- a. Engine
- b. Alternator
- c. AMF Panel
- d. Electrical Panel installed in the generator room interlocking wiring between D.G. Set, AMF Panel & LT (JVVNL Supply Panel).
- e. Associated items like batteries, fuel tank, pumps etc.

Any repairs, settings, installation of spares required for successful operation will be in the scope of the contractor.

1. D.G. Set will normally not run but as and when required as JVVNL supply goes off same shall be started immediately with the help of AMF Panel.
2. The contractor should note that D.G. Set is in comprehensive maintenance.

Arrangements to be made by the contractor for operation & maintenance:-

The contractor shall have to arrange the following T&P for successful operation & maintenance.

- a. Required lubricant & coolant as per norms in sufficient quantity. Separate battery charger of sufficient capacity should be maintained in DG Room for regular charging of battery and ensure all batteries are healthy.
- b. One set of standby battery should be maintained in the DG Room in full/float charging condition.
- c. One set of self-starter should always be maintained.
- d. Necessary stock of genuine spares at site for maintenance/repair for engine/alternator/AMF Panel and associated items.
- e. Necessary set of tools in safe custody as recommended by the original manufacturer of D.G. Set during operation & maintenance along with Ear Plugs/Headphones etc. as required.
- f. D.G. Set shall always be in auto mode.
- g. Servicing of D.G. Set with 'B' check maintenance will be responsibility of the contractor as & when required. All the material will be supplied by the contractor for maintenance of the D.G. Set.
- h. **The contractor is responsible and shall have the arrangements for checking & replacement of all the defective parts & maintenance works related to D.G. Set with AMF Panel & electric control Panel** such as Repair/servicing of voltage regulator, dynamo, self-starter, radiator, exhaust piping, silencer, calibration of fuel pump & injectors, **replacement of engine** oil & coolants, cleaning & replacement of air filters, checking & tightening of all nuts & bolts, replacement of rubber sleeves & hose piping, Checking & replacement of protective plugs, Checking & replacement for coupling in fuel pump drive, V-belts, safety control devices thermostats, nozzles etc. & all related works in case of breakdowns/routine maintenance.

Special terms & Conditions:-

- a. **Theft:-** If any theft occurs or any loss to the JDA property takes place, the same shall be recovered by the contractor.

- b. **Handing Over:-** After completion of contract, the contractor shall handover the entire system in proper working condition with genuine parts replacement as per instruction & maintenance manuals of original manufacture of D.G. Set.
- c. **Fuel :-** The required diesel will be arrange by the contractor & payment will be made by log book maintained by the contractor daily on the basis on hour meter reading, hour meter reading will be verified by Site Engineer (JEN) daily in log book. This will be the responsibility of the contractor. No payment will be given without verifying by Site Engineer in log book. The contractor will keep all record of diesel consumption & ensure adequate full diesel in the tank.
- d. **Painting :-** As per schedule given for O & M of STP and scope of work.
- e. Nothing extra will be paid for cleaning of D.G. Set & AMF Panel. The contractor will have to arrange all the washing material such as old dhotis & detergent at site.
- f. The contractor shall be fully responsible for any type of accident with his employed staff.
- g. **Penalty Clause :-** The contractor is required to keep the system in proper working condition round the clock. In case of non-working of the system for more than 1-hour during normal period, penalty amounting Rs. 1000/- per hour will be imposed.
- h. **Log Book :-** The contractor shall have to maintain the log book as per prescribed Performa having all the details such as operation time of D.G. Set quantity of fuel as & when filled, details of maintenance works done time to time, shift wise details of operating staff etc. & as per engineer in charge.

The contractor shall be responsible for faithful compliance of the terms & conditions of this agreement, failure of which will attract for forfeit of the contractor dues & security deposits as well as termination of the contract & getting the work done from outside agency at the cost & risk of the contractor.

Signature of Contractors

Executive Engineer (PHE-II)
JDA, Jaipur

Mob. No.

Section A-5 Annexure

**SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR WORKS
COSTING RS. 25.00 LACS AND MORE**

Table-1

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/Krebs/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 up to 30 mm thickness	1 Years
	(b) BT above 30 mm to up to 40 mm	2 Years
	(c) BT above 40 mm to up to 90 mm	3 Years
	(d) BT above 90 mm thickness	5 Years
	(iii) New Roads	
	(a) BT up to 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 work electrical works, Joinery works and painting work.	2 Years
	(ii) Work pertaining to the Building structure and other civil works	5 Years
9.	Electric work except for maintenance	3 years
10.	Sewer/Water supply including STP and water supply-related work except for maintenance works.	3 Years

1. ROAD-WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per the above table. Road works executed by the Contracting agency shall be maintained by them at their own cost for completion (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of the Contract.
- 1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road works and removal of defect during the Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation and renewal works
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
 - (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and the entire structure of Road Works, in the specified time and keeping the Road Surface with good riding quality 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 Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at the completion of the construction work and ends after complete (DLP).
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in the manual for the maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 The routine maintenance activities and their periodicity.

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling potholes and patch repairs etc.	As and when required.

4	Insurance of proper functioning of drains including civil maintenance and desalting of drains. (If constructed by the same Road agency or not)	As and when required.
5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting once in every one and a half years.
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting once in everyone & a half year. Ordinary Paint Maintenance as and when required. Repainting thrice in every year.
7	Damages beyond the control of the agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by the agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during the Defect Liability Period

2.1.1 The contracting agency shall undertake a joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of an 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 to those road sections, which are likely to be damaged during the rainy season.

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

2.2 Conditions Regarding Performance Security

2.2.1 Security for DLP-

The contracting agency shall have to furnish Performance Security 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 The release of PS amount shall be as per following table 2 :-

S.No.	Released PS \ DLP Period	1 Year	2 Years	3 Years	5 Years
1.	After 1 year	100%	40%	20%	10%
2.	After 2 year		60%	20%	10%
3.	After 3 year			60%	10%
4.	After 4 year				20%
5.	After 5 year				50%

The Performance Security will be released as per the above table after a satisfactory performance certificate issued by Engineer-In-Charge:-

2.2.3 Forfeiture of Performance Security

In case the contracting agency fails to rectify the defects within the stipulated period notified to him by the Engineer-in-charge concerned under the contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in the rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

1.2.4 Force Majeure

The defect that arises due to earthquakes, cyclones, and natural calamities shall not be the responsibility of contracting agency.

2.2.5 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) If any work, amount is less than Rs. 25 lacs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lacs, DLP shall be operative as per rule for each individual item.
(iii) Similarly, if any work is more than Rs. 25 lacs but after finalization amount of work is less than Rs. 25 lacs, DLP should be operative for six months or rainy season whichever is later.
- (iv) During DLP period if contractor fails to repair any work even after the issue of 7 days written notice, the same work shall be got executed by the 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 RTTP rule 2012 and 2013 where his defaults twice in a single agreement or in two different works.

- (v) Quarterly Inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
- (vi) Special and regular inspection shall also be carried out as per order no. JDA/XEN & 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.
- (vii) In case JDA feels to take up work on any existing DLP road due to any reason, the following procedure should be adopted:
- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and the contractor shall be asked to complete the same. After completion of assessed repairs, DLP period shall be released after deduction amt. as per following table-III.

Table-3

% 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	7.88	6.45	4.62	2.47

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

- (b) In case the 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 the total retained amount of PS same shall be recovered from other works and as per PDR rules. The amount as per Table 3 is also to be deducted in addition to this amount.

(viii) Based upon the type of work, DLP conditions for works to be carried out during the DLP period with their frequency of the respective type of work shall be prepared by respective SE's after approval of these periods.

3. In case patch repairs/civil maintenance works costing more than Rs. 25.00Lakhs, defect liability period will as per clause 37(C) of Contract Agreement.

Executive Engineer (PHE-II)
JDA, Jaipur

Specified Bank Guarantee Performa for Bid Security

Section - 6

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

To
Secretary, Jaipur Development Authority, Jaipur
Sub:
Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on
behalf of _____ [Name of the Bidder] against Bid Security for the
**Operation and maintenance of Existing 30 MLD STP (Based on Conventional
Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA
Jaipur** WHEREAS, _____ [name of Bidder with address] (**hereinafter
called “the Bidder”**) has submitted his Bid dated for the work of **Operation
and maintenance of Existing 30 MLD STP (Based on Conventional Activated
Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur** (here
in after called “ the Bid ”).

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at
_____ [name of country] having our registered office at
_____ (hereinafter called “the Bank”) are bound unto Secretary, Jaipur Development
Authority. (Hereinafter called “the Employer”) in the sum of Rupees _____ [**Amount
of Security in figures**] _____ (in words) only for which payment will and truly to be
made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.
That on demand of JDA , this Bank Guarantee is cashable at the 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.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20_____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI0006754. 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 writing for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____
[Signature, Name, and Address]

[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]

Specified Bank Guarantee Performa for Performance Security

Section - 6

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

To

Secretary, Jaipur Development Authority, Jaipur

Sub:.....

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against Performance Security for the **Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur** WHEREAS, _____ [name of Bidder with address] (hereinafter called “the Bidder”) has submitted his Bid dated for the work of **Operation and maintenance of Existing 30 MLD STP (Based on Conventional Activated Sludge Process) at Gajadharpura, For 18 Months Under PHE-II JDA Jaipur** (herein after called “ the Bid ”).

KNOW ALL PEOPLE by these presents that we _____ (Name of Bank) of having our registered office at _____ [name of country] having our registered office at _____ (hereinafter called “the Bank”) are bound unto Secretary, Jaipur Development Authority. (Hereinafter called “the Employer”) in the sum of Rupees _____ [Amount of Security in figures] _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA, this Bank Guarantee is cashable at the 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.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20_____.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited to the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICICI 0006754. 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 writing for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

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

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 the 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 an unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:

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

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

A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/wehereby 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 Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense 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 the bidder

Place:

Name:

Designation:

Address:

Note:- Annexure “B” is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking any clarification.

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority :

For works costing up to Rs. 300.00 Lakhs - Jaipur Development Commissioner, JDA, Jaipur.

For works costing above Rs. 300.00 Lakhs - Executive Committee, JDA, Jaipur.

The designation and address of the Second Appellate Authority:

For works costing up to Rs. 300.00 Lakhs - Executive Committee, JDA, Jaipur.

For works costing above Rs. 300.00 Lakhs - Principle Secretary/ACS, Urban Development
& Housing Department, GOR, Jaipur.

(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 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which, he feels aggrieved:

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

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

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the 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) Appeals 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 the need of procurement
- (b) Provisions limiting the 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 Appeals: -

- (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 the first appellate authority or second
The appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing Appeal: -

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

(7) Procedure for disposal of Appeal: -

- (a) The first appellate authority or second appellate authority as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing
- (b) On the date fixed for hearing, the first appellate authority or the second appellate authority, as the case may be shall-
 - (i) Hear all the parties appeal presenting before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide a copy of the 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.

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 the 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 the contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of the 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 circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provided in the conditions of the contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of the last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

Process for Tender Participation & Depositing Payment on ‘Online Tender Participation’ Portal of JDA & Bid Submission on ‘e-Procurement Portal’ of Government of Rajasthan: -

A*Process for Tender Participation & Depositing Payment on ‘Online Tender Participation’ Portal of JDA

1-Participate in tender

- Bidder can access ‘Online Tender Participation’ Portal of JDA at <https://jda.urban.rajasthan.gov.in/jda> or by Single-Sign-On at <http://service.jaipurjda.org>.
- Create user Login with a valid mobile number to register yourself for various Online Services of JDA.
- Select ‘Proceed as Citizen’ and then ‘Proceed for Subscription’ for ‘Tender Online Payment’. The prevailing plan for getting registered for tendering process of JDA is Rs. 500.00 with a validity period of 3 Years (renewable).
- After successful payment, re-login and upload required documents for KYC (Know Your Client) compliance as per the type of entity viz. Individuals/ Company/ Partnership Firms/ Trusts & foundations. Besides, Bank Passbook / Cancelled Cheque consisting of Bank Account, IFSC Code is mandatory to be uploaded, to refund the bid security of unsuccessful bidder.
- After receiving the payment successfully and approving KYC documents the bidder will be authenticated by JDA for taking part in Tender.

2-Deposit Tender Fee, RISL processing fee and Bid Security (EMD)

- Option-1:** 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.
- 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.

3-Deposit Bid Security (EMD)

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

4-Obtain Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt based on 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.

B-**Bid Submission on ‘e-Procurement Portal’ of Government of Rajasthan

- Online e-Bid can be submitted after registration at e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in

- 2- It is mandatory to upload Bid Participation Receipt with the bid submission.
- 3- Details of online payment available on Tender Participation Portal of JDA have to be filled in 'offline payment' section of e-Procurement portal.

Note

- 1- Bidder (authorized 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, Safe crypt, n Code 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 e-Proc 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 DoIT&C, GoR on a regular basis. Bidders interested in 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.

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

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

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

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.

SPECIAL CONDITIONS

SCHEDULE 'H'

01. 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.
02. The bidder shall follow the provisions of the builder labour regulation and abolition Act, 1970 & Rule, 1971.
03. The JDA shall have the right to cause an audit for technical examination of the work and the final bills of the bidder including all supporting vouchers, abstracts etc. to be made within two years after payment of the final bills and if as a result of such audit, any amount is found to have been overpaid / excess in respect of any work done by the bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed, the bidder shall be liable to refund such amount and it shall be lawful for the JDA to recover the 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 bidder was paid less than that was due to him under the contract in respect of work executed by him under it, the amount of such underpayment shall be paid by the JDA to the bidder.
4. Wherever any claim against the bidder 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 performance security of the bidder, In the event of the security being insufficient or if no security has been taken from the bidder then the balance of the total sum recoverable as the case may be deducted from any sum then due or which at any time their contract with the JDA should this sum be sufficient to recover the full amount recoverable. The bidder 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.
5. The rate quoted by the bidder shall remain valid for a period of 120 days from the date of opening of the bids.
6. By submission of the Bid the bidder agrees to abide by all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
7. No conditions are to be added by the bidder and the conditional Bid is liable to be rejected.
8. If any bidder withdraws his Bid prior to the expiry of said validity period given at S. No. 5 or mutually extended prior or makes modifications in the rate, terms and conditions of the Bid within the said period which are not acceptable to the authority or fails to commence the work in the specified period, fails to execute the agreement the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has 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 rebidding he will stand debarred for six months from participating of Biding in JDA in addition to forfeiture of bid security/ Performance Security and other action under agreement
9. **Any material not conforming to the specifications collected at the site have to be removed by the bidder within a period of 3 days of the instruction, 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 bidder after the expiry of 3 days period.**
10. **The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.**
11. **The rates provided in the Bidding documents are inclusive of all Taxes and royalties otherwise specified.**
12. **No extra lead of earth/material shall be paid over and above as specified in 'G' Schedule, Source/ borrow pit area for the earth shall have to be arranged by the Bidder at his own cost.**
13. **Undersigned has full right to reject any or all Bids without giving any reasons.**
14. **As per the 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 etc.”**

15. **Special Conditions of the Contract regarding the Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable (Annexure-I).**
16. **The Bidder is required to submit a copy of their enlistment as a contractor.**
17. **Conditions of RPWA-100 will be mandatory & acceptable to the bidder.**
18. **The bidder will have to install display boards at the site of work as directed by Engineer in charge.**
19. **All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are any contradictions 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 prevail.**
20. **In case the rate received in the bid is below than BSR rate, additional Performance security shall be deposited by the bidder as per Rule 75 (A) of RTPPP Rules.**
21. **The Annexure “B” (RTPP Act/Rules) is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.**
22. **Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of 5 years 3 months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provision of PWF&AR**

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

PAYMENT MECHANISM FOR PARTICIPATING IN TENDER

Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security) Tender fee online through JDA portal. The bid security options available in tender for participants are as mentioned below :

A. 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). 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 2 days 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

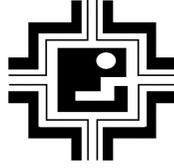
B. Bid Participation Receipt

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.

-SD-
Executive Engineer (PHE-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

**Name of work : : OPERATION AND MAINTENANCE OF EXISTING 30 MLD
STP (BASED ON CONVENTIONAL ACTIVATED SLUDGE PROCESS) AT
GAJADHARPURA FOR 18 MONTHS UNDER PHE-II JDA, JAIPUR.**

Cost: Rs. 235.00 Lacs

NIT No. 05/2024-25

Volume-II

Envelope 'B' (Financial)

**Executive Engineer (PHE-II)
Jaipur Development Authority
Jaipur**

PRICE SCHEDULE

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

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	FIXED COST					
1.1	Man power	18.00	Per Month		0.00	INR Zero Only
1.2	Maintenance of Civil Structure	18.00	Per Month		0.00	INR Zero Only
1.3	Maintenance of office including laboratory	18.00	Per Month		0.00	INR Zero Only
1.4	All repairs including spares and replacement, Oil and Grease	18.00	Per Month		0.00	INR Zero Only
2	VARIABLE COST					
2.1	Chlorine Dosage for 30 MLD	18.00	Per Month		0.00	INR Zero Only
2.2	Other Chemical Including Poly-Electrolyte for 30 MLD	18.00	Per Month		0.00	INR Zero Only
2.3	Safe Disposal of Grit/Sludge including Transportation for 30 MLD Flow	18.00	Per Month		0.00	INR Zero Only
2.4	Operation and maintenance charges for running of 500 KV DG Set of including POL.	1620.00	Per Hour		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	