

Government of Rajasthan
Public Health Engineering Department

Tender
(NIT No 34/2026-27)

**Annual Rate Contract of Maintenance of Rising
pipeline and All Distribution Pipe line of Rural
Water Supply Schemes of Malpura Under jen
section Rural in Sub Div Malpura
Volume I**



ESTIMATED COST
Rs 11.67 Lacs

OFFICE OF THE EXECUTIVE ENGINEER
Public Health Engineer Department Division Malpura

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OFFICE OF EXECUTIVE ENGINEER PHED DIVISION MALPURA

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NOTICE INVITING TENDERS FOR WORKS

Online tenders are invited on behalf of the Governor of Rajasthan for the following works from contractors registered / enlisted in PHED Rajasthan in appropriate Class as per PWF&AR Part II Appendix 16 dated 01.07.1999 and amendment issued by concerned department up to date. Contractors enlisted with other Departments of Government of Rajasthan and enlisted with CPWD/Postal, Telecom, Railway, MES, other state Govt./Central Govt. undertaking/organizations equivalent to appropriate class of Rajasthan shall also be eligible. The duly notarized copy of Registration Certificate is to be enclosed. Unregistered contractors shall not be allowed. The tenderers meeting eligibility criteria may apply after giving prescribed Earnest Money. The tender documents can be downloaded from the website <http://www.eproc.rajasthan.gov.in> and the interested bidders will have to submit their tender in electronic format on this website with their digital signatures. Details of this tender notification can also be seen in NIT exhibited on website www.dipronline.org.

1. GENERAL DETAILS OF WORK:-

S.No.	ITEM	DETAILS
a)	Name of Work	Annual Rate Contract of Maintenance of Rising pipeline and All Distribution Pipe line of Rural Water Supply Schemes of Malpura Under jen section Rural in Sub Div Malpura
b)	Estimated Cost	Rs. 11.67 Lacs
c)	Earnest Money Deposit	Rs. 23348/- (@ 2%) for contractors not enlisted in PHED. (As per FD circular No. F.2(1)/FD/GT-SPFC/2017 Dt. 13.08.2020) Rs. 5837/- (@0.5%) for contractors enlisted in PHED in B class and above. To be Deposited in Budget head 8443-00-108-00-00 through e-GRAS portal in favour of DDO CODE 32114-EX.ENG.PHED Division Malpura
d)	Cost of Tender Document (Non Refundable)	Rs. 1000/- To be deposited in Revenue head 0075-00-800-52-01 through e-GRAS portal in favour of DDO CODE 32114-EX.ENG.PHED Division Malpura

e)	e-tender processing fee (Non Refundable)	Rs. 500/- To be deposited in Budget head 8658-00-102-(16)-[02] through e-GRAS portal in favour of DDO CODE 32114-EX.ENG.PHED Division Malpura
f)	Completion Period	One year
g)	Date of downloading of Tender Document on website	From 18.05.2026 to 28.05.2026 upto 6:00 PM.
h)	Date of online submission of Tender Document on website	From 18.05.2026 to 28.05.2026 upto 6:00 PM.
i)	Validity of tender	The tender for the works shall remain open for acceptance for the period of 90 days from date of opening of the PQ tender or mutually extended period.
j)	Date of opening of technical bid.	29-05-2026 at 11:00 AM in the Office of The Executive Engineer PHED, Division Malpura at e procurement site.
k)	Affidavit of near relative on non-judicial stamp of Rs. 100/- (Notary attested) 1.Nit number and work name must be clearly mentioned on Stamp without that bidder will be disqualified. 2. L-1 bidder must be deposit original stamp at XEN phed div malpura	Tenderer should not be in near relative of any staff of EE PHED PHED Division Malpura. Declaration on Rs. 100/- Stamp has to submit by the bidder.
l)	Historical contract Non-Performance on non-judicial stamp of Rs. 500/- (Notary attested) 1.Nit number and work name must be clearly mentioned on Stamp without that bidder will be disqualified. 2. L-1 bidder must be deposit original stamp at XEN phed div malpura	Historical contract Non- Performance as per D&S/CIRCULAR/2021-22/3224-3261 Dt.: 12.11.2021

Note:

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

II ELIGIBILITY CRITERIA:

The tenderer should be registered / enlisted in in PHED Rajasthan in appropriate Class as per PWF&AR Part II Appendix 16 dated 01.07.1999 and amendment issued by concerned department up to date. Contractors enlisted with other Departments of Government of Rajasthan and enlisted with CPWD/Postal,Telecom,Railway,MES,other state Govt./Central Govt. undertaking/organizations equivalent to appropriate class

of Rajasthan shall also be eligible. The duly attested copy of Registration Certificate is to be enclosed. Unregistered contractors shall not be allowed.

III **GENERAL DETAIL OF WORK**

- 1 Tender document consists of the detailed plan, complete specifications, the schedule of quantities of the work to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted.
- 2 The bidders will have to register themselves on website <http://www.eproc.rajasthan.gov.in> for participation in this tender. For this purpose Digital Signature Certificates (DSC) have to be obtained from any agency approved by CCA. This DSC will be used to sign the bids submitted online by the bidder. Unsigned tenders will not be entertained and will be rejected out rightly.
- 3 The cost of tender document of **Rs. 1000/-** To be deposited in **Revenue head 0075-00-800-52-01 through e-GRAS portal in favour of DDO CODE 32114-EX.ENG. DIV PHED Malpura.**
- 4 The Processing fee of **Rs. 500/-** per bidder per tender to be deposited in **Budget head 8658-00-102-(16)-[02] through e-GRAS portal in favour of DDO CODE 32114-EX.ENG. DIV PHED Malpura.**
- 5 Earnest Money of **Rs. 23348/- (@ 2%)** for contractors not enlisted in PHED. (As per FD circular No. F.2(1)/FD/GT-SPFC/2017 Dt. 13.08.2020) and **Rs. 5837/- (@0.5%)** for contractors enlisted in PHED in B class and above. To be Deposited in **Budget head 8443-00-108-00-00 through e-GRAS portal in favour of DDO CODE 32114-EX.ENG. DIV PHED Malpura..** Tenders received without Earnest Money or with part Earnest Money, shall be rejected out-rightly.
- 6 The Bidder should upload scanned copy of E-Gras Challan on e-procurement website along with documentary proof of depositing the tender cost, e-procurement processing fee and Earnest Money in the office of Executive Engineer, PHED, Division Malpura

Note: - Appropriate action as per RTPP act/Rules shall be taken against the bidders who will not deposit the draft of EMD /tender fee/RISL charges after uploading the bid on e-proc Portal.)

Rule-82 Breach of code of Integrity by the bidder of RTPPRules-2013 states that without prejudice to the provisions of chapter IV of the Act in case of breach of any provision of code of integrity by a bidder: or prospective bidder, as the case may, the procuring entity may take appropriate action in accordance with the provisions of sub section (3) of section-11 and section-46 i.e,If a procuring entity finds that a bidder has breached the code of integrity it may debar the bidder for a period not exceeding three years.
- 7 The work is to be completely finished to the satisfaction of Engineer-in-charge within 12 months from the 10th day after the date of written/ e-mailed order to commence the work.
- 8 Security Deposit @ 10% (As per FD circular No. F.2(1)/FD/GT-SPFC/2017 Dt. 12.01.2022) of the gross amount of the running bill shall be deducted from each running bill of individual work order and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall

however be adjusted while deducting security deposit from running bills of the contractor. There will be no maximum limit of security deposit.

- 9 A contractor may, however, elect to furnish Bank Guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of work order before or at the time of executing agreement. In that case earnest money may be refunded only after furnishing of Bank Guarantee as above. During execution of work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills.
- 10 All compensation or other sums of money payable by the contractor to the Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his 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 Nationalized/Scheduled bank as aforesaid, any sum of sums which may have been deducted from or raised by sale or his Security Deposit or any part thereof.
- 11 The tender should be accompanied with latest Tax Clearance Certificate from the concerned department authorities, without which the tenders may not be entertained. Valid **GST Registration Certificate along with latest GST return** shall be submitted without which Tender shall be disqualified.
- 12 The tenders for the works shall remain open for acceptance for the period of **90 days** from the date of opening of the tender or mutually extended period.
If any tenderer withdraws his tender prior to expiry of validity period or mutually extended period or makes modifications in the rates, terms and conditions of the tender within the said validity period, which are not acceptable to the department, or fails to commence the work in the specified period/fails to execute the agreement, the department shall without prejudice to any other right or remedy be at liberty of forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of earnest money/security deposit and other action under agreement. If there is strong justification of believing that the tenderer or his authorized has been guilty of mal-practices such as submission of forged documents, influencing individually or politically, his offer will be liable to rejection and in such case his earnest money shall be forfeited.
- 13 All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or discrepancies in figures or words or other discrepancies, will be liable to rejection.

- 14 Enlisted contractors, as per rules will be required to pay earnest money @ 0.5% of the estimated cost of work put to tender, in case of work for which they are authorized to tender under Rules for Enlistment of Contractors, but the amount to the extent of full earnest money shall be liable to be forfeited in the event of circumstances explained at S. No. 13 above.
- 15 No conditional tenders shall be accepted and will be rejected summarily forthwith.
- 16 The department will not be responsible for any delay on account of late submission of tender due to online submission.
- 17 Physical submission of bids is not allowed.
- 18 The bidder shall ensure that scanned copy of all the schedules as asked in tender document have been filled up and attached with the bid submitted in electronic format.
- 19 The acceptance of the tender will rest with the competent authority who does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason.
- 20 No refund of tender fee is claimable for tenders not accepted or forms not submitted.
- 21 The work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.
- 22 All other conditions shall be prevailing as detailed out in the departmental tender document (in the respective sections/ volumes).
- 23 Contractor shall make arrangements and provide photographs to division office at the time of payments, as per finance department (G&T) division Circular F1(3)FD/GF&AR/2014 Jaipur, dated 18-3-2016 item no 9 Physical progress of work – Photographs of the site before the work/Job started and photograph of work at the time of release of payment. (GPS link photo with date and time stamp). Inspecting authority photograph at the site of inspection.

The contractor should have necessary tool & equipment including barricades / signboard dewatering pump set and necessary lighting arrangements for night etc. The contractor shall submit a certificate that he has dewatering pump(s) in working condition. Contractors shall submit daily leakages report to assistant engineer in prescribed format along with material consumptions and location of leakages, types of leakage and quantity of water wasted during the leakage also contractor shall submit detail of leakages on map having scale 1:500 duly verified by AEN/JEN. Along with the bills. Assistant engineer will relate the data provided by the contractor with NRW so that NRW could be controlled. Assistant Engineer correlates the leakage data with initial NRW calculation (commencement of work) to final NRW calculation at the end of each month for each zone.
- 24 The contractor should have necessary tool and equipment including barricades/ signboards dewatering pump set and necessary lightening arrangements for night etc. The contractor shall submit a certificate that he has dewatering pump in working condition.
If necessary material procured by contractor for work, Its payment will be made on sanctioned rates/prevailing market rate/BSR rates duly approved by competent authority.

- 25 The Contract shall be Parallel Contract and work order may be awarded more than one contractor as per requirement.
- 26 For the payment Assistant engineer will issue a satisfactory work certificate monthly, in absence of this certificate no payment shall be made.
- 27 Payment shall be done as per nomenclature defined in "G-Schedule", Any negligence in work worth for a penalty, as defined in Special condition of Contract.
- In case of any discrepancies, RTPP shall prevail.
- 28 "75A" Additional Performance Security on abnormally low bids.

As per circular no. D&S/circular/2021-22/2943-3067 dated 29.10.2021

"75A" Additional Performance Security – (1) In addition to Performance Security as specified in rule 75. An Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to **(50%) fifty percent** of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule –

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

Note: The bidder should provide all the pre qualification information in the prescribed formats.

**Executive Engineer
PHED Division Malpura**

Instructions to Tenderers (ITT)

1	General Information	1.1 The Executing Authority of this project is the Public Health Engineering Department (PHED) of Rajasthan through the EXECUTIVE ENGINEER, PHED Division Malpura. The tender document cost amounting to Rs 1000/- shall be deposited through E-GRAS portal, in The Revenue head 0075-00-800-52-01 in favour of DDO CODE 32114-EX.ENG. DIV PHED Malpura. 1.2 All works, proposed for execution under the Contract are notified in Volume I of the tender document under the headline "Scope of work and Technical Specifications" TYPE OF CONTRACT The works described in this tender document is on Percentage Basis. The Contractor is responsible for the work of "Annual Rate Contract of Maintenance of Rising pipeline and All Distribution Pipe line of Rural Water Supply Schemes of Malpura Under jen section Rural in Sub Div Malpura." 1.3 The Tenderer shall read the specification and study the conceptual drawings carefully before submitting the tender. 1.4 The Tenderer is required to study all instructions, forms, terms & conditions and other details in the tender documents Failure to furnish nil information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender. 1.5 The tenderer shall digitally sign and upload a declaration under the official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below the unsuccessful tenderer shall return all the drawings given to them. Declaration "I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same" Failure to observe the secrecy of the tenders will render tenders of the Tenderers, liable to summary rejection 1.6 Tenderers shall submit only unconditional tender's Conditional tenders are liable to be rejected summarily. The tender documents show already the specific terms and conditions on which tenders are required by the Department. Hence all tenders should be in strict conformity with the tender documents and should be fulfilled in wherever necessary, and initialed. Incomplete tender is liable to be rejected. The terms and conditions of the tender documents are firm; as such conditional tenders are liable to be rejected. 1.7 The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a
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		breach of the contract and the original sanctioning authority in his discretion may cancel the contract The Contractor shall also be liable for any pecuniary liability arising because violations by him of the provisions of the Act. The contractor shall submit scan copy the following with their offer. (a). The contractor shall submit copy of valid Registration Certificate. (b). The tender should be accompanied with GST certificates from the concerned departmental authorities, without which the tenders may not be entertained. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it might be open for the competent authority not to consider the tender, forfeit the amount of earnest money and/or de-list the contractor
2	Definitions	2.1 Facilities: - Shall mean all works and its equipment (s) components which have been supplied and / or installed or designed, and /or constructed in the contract for works i.e. laying & jointing of distribution network and shall include repairs as may be made there to from time to time and shall include any additions, modifications, alterations, replacement and/or repairs as may be made thereto from time to time during defect liability period. 2.2 Clause: - Unless otherwise mentioned, the reference to clause made in any section of the document, it shall mean referenced clause of that section. 2.3 Bid & Tender or Bidder & Tenderer: - The word 'Bid' & 'Tender' or word 'Bidder' & 'Tenderer' used in the tender document be treated as synonymous
3	Content of Tender Document	3.1 The facilities required, tendering procedures, contract terms and technical requirements are prescribed in the tender documents. The tender documents include the following sections, and addendums issued till the date of submission of the tender: Volume I (a). Notice inviting Tender (b). Instruction to Tenderers (c). Scope of Work and Technical Specifications Volume II (a). Bill of Quantities (BOQ). 3.2 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Department will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

4	Cost of Tendering	4.1 It shall be obligatory on the successful tenderer to pay stamp charges on the contract for preparation of contract agreement, as ruling on date of execution of the contract.
5	Site Visit Before Tendering	5.1 The tenderer should visit the site before quoting the rates. However, the tenderer and its personnel will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred because of the site visits. 5.2 TENDERER TO INFORM HIMSELF FULLY The Tenderer shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract price, as to the general circumstances at the site of the work, as to the general labor position at the site, as to the availability of construction material, water, electricity, as to the transport conditions, as to the climatic and meteorological conditions and to have fixed his prices according to his own view of these Tenderers are invited to visit the site with prior appointment with the Public Health Engineering /Irrigation Department. The Department will not be responsible for the personnel of the Tenderer and for all acts in relation with the site inspection. No claims except as otherwise expressly provided will afterwards be accepted due to non-inspection of the site. The Tenderer shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the Department.
6	Amendment of Tendering Documents	6.1 At any time prior to the deadline for submission of tenders, the Department may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Tenderer, amend the tender documents. 6.2 The amendment will be notified online on website www.eproc.rajasthan.gov.in and it shall be binding on the tenderer. It will be assumed that the information contained therein has been considered by the Tenderer in its tender. 6.3 To provide prospective Tenderers reasonable time to take the amendment into account, in preparing their tender, the Department may, at its discretion, extend the deadline for the submission of tenders, in which case, the Department will notify all tenderers in writing of the extended deadline, for submission of tenders.
7	Language of Tender	7.1 The tender prepared by the Tenderer and all correspondence and documents related to the tender exchanged by the Tenderer and the Department shall be written either in Hindi or English provided that any printed literature furnished by the Tenderer may be written in another language, if such literature is accompanied by a translation of its pertinent passages in the language mentioned herein, in which case, for purposes of interpretation of the tender, the translation shall govern.
8	Makes and origin of the equipment	8.1 It is expected that the Tenderer will quote with a view to supply equipment of best makes and conforming to highest standard Tenderer must consider for his financial offer, only makes of

		reputed manufacturers of equipment corresponding to the state of art technology and to the latest Indian standards. 8.2 Tenderer shall offer rates as per the makes given of the equipment in the tender document or of any superior make if makes are not prescribed of the items, conforming to prescribed specifications indicated in the Volume I "Scope of Work & Technical specifications" The tenderer shall quote only one price for each item mentioned in Bill of Quantities (BOQ) Volume II. Irrespective of the finally selected make The Department reserves the right to reject the offer if the makes given in Tender Document are not accepted and alternative makes are offered. By signing his offer, the tenderer agrees to supply any one make given in the tender document and/or accepted by the Department for the price quoted in Bill of Quantities (BOQ). Whichever equipment is proposed in the tender or considered by the tenderer for the financial offer, the equipment to be finally provided in case of award shall correspond to the specifications of the tender documents and shall be subjected to the approval of the Engineer-In-Charge. In case, the Tenderer proposes to use any imported equipment/part of equipment/material he shall indicate so clearly in his tender and shall be responsible for arranging import license etc. for the same. All expenses to be incurred by the Contractor about such Import including customs duty shall be included in the prices quoted.
9	Tender Form and Bill of Quantities (BOQ)	9.1 The Tenderer shall submit the Bill of Quantities (BOQ) online on e-procurement website furnished in the tender documents as indicated therein. The terms and conditions for payments shall be in accordance with the provisions of the conditions of contract(s) in Volume-I of tender document referred in ITT clause 3.1.
10	Tender Prices	10.1 The Contract shall be for the complete Work as described in clause 1.2, based on the Bill of Quantities (BOQ) submitted in Volume II online. 10.2 The Tenderer should quote his rates only in one language i.e., either in Hindi or English Rates should be quoted in figures as well as in words and in case a Tenderer has quoted rates in both the languages, the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Tenderer. 10.3 The tenderer shall online quote his Percentage rate for the complete work as given in prescribed format of the tender document. 10.4 Items not specifically listed in the Bill of Quantities (BOQ) but required to be executed for the satisfactory completion of the system as specified, shall not be separately paid for by the Department when executed and shall deemed to have been covered under Percentage Rate Contract in his Bill of Quantities (BOQ).

		10.5 The contractor shall satisfy himself regarding the availability of the material required for execution within the time frame prescribed for the work and if desired shall consider the cost of superior material to be used as its replacement No time extension or additional cost shall be allowed on this account. The prices and amounts quoted by the Tenderer shall allow for all costs including labor, materials, construction plant and equipment, transport charges, any other expenses to fulfill the Obligations towards any ITT clause of the tender document referred in ITT clause 1.2, Custom Duty. Octroi, Excise Duty, Income Tax. Sales Tax, Turnover Tax. Service Tax Professional Tax or any other duties, levies, taxes or charges whatsoever to the State or Central Department or to the Local Bodies on the components or the completed works or the defect liability of the works and for satisfactory performance of the Tenderer's obligations under this contract. The cost of water and power shall be payable as per the provisions of General conditions and Special Conditions of contract. 10.7 For all imported equipment(s) or components, the Tenderer under this Contract must provide a copy of the duties paid for the record of the department.
11	Tender Currency	11.1 All prices shall be quoted in the Indian Rupee. The department will not arrange any foreign currencies for import of any type of material/plant/spares etc.
12	Earnest Money	12.1 Earnest Money of Rs.23348/- (@ 2%) for contractors not enlisted in PHED. (As per FD circular No. F.2(1)/FD/GT-SPFC/2017 Dt. 13.08.2020) and Rs. 5837/- (@0.5%) for contractors enlisted in PHED in D class and above. To be Deposited in Budget head 8443-00-108-00-00 through e-GRAS portal in favour of DDO CODE 32114-EX.ENG. DIV PHED Malpura. Tenders received without Earnest Money or with part Earnest Money, shall be rejected out-rightly. 12.2 Enlisted contractors with outside their zone, 2% (Rs. 23348/-). Earnest Money shall be required to be deposited. 12.3 The tenderers, enlisted in appropriate Class in PHED, shall be required to deposit 1/2% (Rs. 5837/- only) of estimated cost of work as Earnest Money while tendering within their enlistment zone. 12.4 Class "B", Enlisted Tenderers, will be required to pay Earnest Money @ 1/2 % of estimated cost of work (Rs. 5837/- only) in case of work for which they are authorized to tender under Rules for enlistment of Tenderers, but the amount to the extent of full Earnest money shall be liable to be forfeited in the event of circumstances explained in ITT Clause 12.7 below. 12.5 The Bidder should upload the challan copy of fees deposited with the technical bid at E -Procurement website.

		12.6 The Earnest Money lodged by the successful tenderer, will be adjusted towards Security Deposits. 12.7 The Earnest Money may be forfeited (a). If the Tenderer withdraws its tender during the period of tender validity (b). If the Tenderer fails within the specified time limit to sign the Contract Agreement. in accordance with ITT Clause 21.1 (c). If a tenderer reduces the rates voluntarily or modifies his offer voluntarily after opening of the financial tenders/ negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules (d). If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules (e). For any other act of the tenderer detailed herein, for forfeiture of Earnest Money
13	Eligibility criteria	a. The tenderer should be registered / enlisted in state government /center government organizations /CPWD/Post and Telegraph Department /Railways/PHED Rajasthan etc.in appropriate Class as per PWF&AR Part II Appendix 16 dated 01.07.1999 and amendment issued by concerned department up to date, shall be eligible. The duly attested copy of Registration Certificate is to be enclosed. Unregistered contractors shall not be allowed.. b. The tender should be accompanied with latest Tax Clearance Certificate from the concerned department authorities, without which the tenders may not be entertained. Valid GST Registration Certificate along with latest GST return shall be submitted without which Tender shall be disqualified. C. Tenderer should not be in near relative of any staff of PHED Division Malpura
14	Format and Signing of Tender and Submission of tenders	14.1 The Bidder shall submit their bid in electronic format Digitally signing the same. Bidder shall procure digital certificate as per requirement of IT Act -2000. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing him to do so Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate. In case of a Company, the duly authorized representative of the company holding a valid power of attorney on the date of respective correspondence. 14.2 Tender documents shall be submitted on line e-procurement website http://www.eproc.rajasthan.gov.in with their digital Signature. 14.3 The Bid is to be submitted in 2 Covers which shall comprise of – ■ Cover-1: Scanned copy of E-gras Challan of Tender Cost, Earnest Money and e-procurement fees along with documentary

		proof of depositing the same in the office of EXECUTIVE ENGINEER, PHED, Division Malpura.
		■ Cover-2: Complete Tender Document along with addendums/ amendments issued and uploaded by the Department on the above website, Tender form and scanned copies of supporting Documents. It should contain following documents: - a). The contractor shall submit scanned copy of Registration Certificate. b). The tender should be accompanied with GST Registration Certificate from the concerned departmental authorities, without which the tenders may not be entertained. Cover-3: Financial offer. Contains Volume II, along with all addendums issued till the date of tender submission digitally signed. Tender document, Volume I and II with each page, Addendums/ amendments issued by the Department on the above website till date of Tender submission should be digitally signed. 14.4 The uploaded document of the tender shall contain no alterations, or additions, unless notified in case the tenderer makes any addition or correction, the provisions written in the original document, read with the addendum or corrigendum issued, shall prevail. 14.5 Tender documents, as downloaded from website (Clause 3.1), along with all addendums issued till the date of tender submission, must be uploaded on website, with all enclosures, with the tender submission, up till the date of receipt of tenders. 14.6 All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not initialed and dated, may be liable to rejection. 14.7 The Tender to the work shall not be witnessed by a Tenderer or Tenderers who himself/themselves has/have not bided or who may not and has/have not bided for the same work. 14.8 Bidder shall submit their offer in Electronic format on above mentioned web site up to the time & date specified in NIT, after Signing the same. Online offers, which are not digitally signed, will not be accepted. 14.9 Online tenders will be opened on the scheduled date at specified time mentioned above in the NIT by tender opening committee in the office of Executive Engineer, PHED, Division Malpura 14.10 Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
15	Late Tenders	15.1 The system does not permit electronic submission of tenders after

		the due date and time.
16	Opening of Tenders by Department	16.1 The Executive Engineer or other duly authorized Committee will open the tenders online on website in the presence of Tenderer(s) or their authorized representative(s) who may choose to be present at the time of tender opening. The tenders shall be opened in single stage. Unregistered contractors i.e. not registered in appropriate class shall not be allowed to participate in bid. 16.2 The Cover 1 & 2 of the Bid, as per Clause 14 will be opened. The tenderers' names, the presence (or absence) of Earnest Money/ Tender cost/ e-procurement fees, and other details such as deviations proposed in Covering letter as per clause 18.1(e) will be announced by the Tender Opening Committee at the time of opening.
17	Preliminary Examination of Tenders	17.1 The contents of the Cover 1 & 2 of the individual tenders will be examined summarily to assess their formal conformity and agreement with the instructions and guidance to the Tenderers and the completeness. Any tender not conforming to any of these requirements may be disqualified forthwith at the discretion of Department. 17.2 The department will evaluate the tender Information relating to the examination, clarification and comparison of the tenderers and recommendations for the award of the Contract shall not be disclosed to tenderers or to any other person not officially concerned with the evaluation process until the award to the successful Tenderer has been announced any effort by a Tenderer to influence the evaluation process or the recommendations and decisions for award may result in the rejection of its tender.
18	Substantial Tender	18.1 Notwithstanding the preliminary examination, the department will determine the substantial tenderer. Substantial tenders are those which meet the following requirements: (a). Properly digitally signed, (b). Earnest Money, Tender Fee & processing fees in the required format from a Nationalized / Scheduled bank, (c). Responsive to all requirements of the tender documents and the instructions to tenderers. (d). Clarification and substantiation required to assess the quality of the offer, (e). No principle deviations and exceptions are allowed in the specifications and in the basic requirements of the total scheme (including effects due to addendums), such as: • Pipe material • All other basic requirements and capacities of systems Deviations other than above and reservations affecting the scope and quality of the work, limiting the rights of the Department. Or the tenderers obligations, or whose rectification would affect the competitive position of the other substantial tenderer.

		18.2 If a tender is not substantially responsive it will be rejected by the Department. And will not be used for further evaluation. The financial offers of non-responsive tenderer will not be opened. The Department's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. It is expressly stated that the information contained in the Cover-1 and 2 of the tender will be used to define whether a tender is substantial or not. The Tenderers are therefore, advised to submit complete tenders only.
19	Evaluation for Bid	19.1 The Department will carry out a detailed evaluation of the tenders previously determined to be substantially responsive as per clause no. 18.1 to determine whether the firm is qualified in accordance with the requirements set forth in the tender documents. To reach such a determination, the Department will examine the information provided in the schedules and the submitted supporting documents, based on the information supplied by the Tenderers. 19.2 The firms Qualified will be informed by the Department in due course of time through email. 19.3 The Department reserves the right not to consider any deviation that in the sole discretion of the Department is found unacceptable. The Department shall require such deviations to be withdrawn, for the unaccepted deviations. The evaluation subsequently will be made on the rates quoted for such items in original offer. 19.4 The original financial offer or the revised financial offer, as the case may be, of the qualified tenderers whose tenders are determined responsive will be opened at a date as notified by the department. 19.5 The EXECUTIVE ENGINEER or other duly authorized Committee will open the tenders on line on website in the presence of any Tenderer(s) or their authorized representatives who choose to be present at the time of opening of financial tenders, and will enter the rate/amount of all tenders in the register of Opening of Tenders. 19.6 If on check, there are some discrepancies, the following procedure shall be followed: - When there is a difference between the rate quoted by the tenderer in words and figures, the lower of the two rates shall be taken as valid and correct rate When the rate quoted by the contractor in figures and words tallies, but must be put to re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out. 19.7 The financial evaluation shall be done on quoted rates. The Tenders shall be ranked on increasing order of the Tender Price.

20	Award Criteria	20.1 For the future cases, rate analysis for specific project/work shall be worked out by SE City Circle PHED/PWD concerned considering geographical conditions/Parameters, availability of material and manpower at site etc. this rate analysis is to be submitted in sealed envelope before opening of financial bid/tender. 20.2 Subject to ITT clause 19, the Department will award the contract normally to the lowest evaluated tenderer
21	Department's Right to Accept Any Tender and to Reject Any or All Tenders	21.1 The acceptance of the tender will rest with the Department who does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of tenders received without assigning any reason. 21.2 The Department's right to accept or reject any or all tenders at any time prior to award of contract, will not incur any liability, to the affected Tenderer or tenderers or any obligation to inform the affected Tenderer or tenderers, of the grounds for the Department's action
22	Notification of Award	22.1 Prior to the expiry of the period of tender validity, the Department will notify the successful Tenderer through email or in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its tender has been accepted. The notification of award will constitute the formation of the contract, for all legal purposes.
23	Signing the Contract Agreement	23.1 Within Ten (10) days of department's notice, the successful tenderer shall sign the contract agreement The following, duly filled in and signed documents, shall form the contract agreement, (a). Agreement (b). Letter of Award and any pre-award correspondence between Department and the Tenderer. (c). Tender documents contained in; ● Volume-I: Conditions of Contract, Pre-qualification Schedules, Scope of work and Technical Specification and Annexure. ● Volume-II: Bill of Quantities (BOQ) (d). The Tender Offer. 23.2 On acceptance of the tender, the name of the accredited representative(s) of the Tenderer (with a photograph and signature attested), who would be responsible for taking instructions from the Department / Engineer-In-Charge, shall be communicated to the Engineer-in-charge 23.3 After acceptance of the tender, the Tenderer or all partners (in the case of partnership firm) or the authorized representative of the firm with a valid power of attorney will append photographs and signatures duly attested at the time of execution of Agreement.

		23.4 Receipts for payments, made because a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm 23.5 GST or any other tax on materials, in respect of the contract shall be governed by provisions given in the Conditions of Contract Deduction of GST at source will be made as per provisions of the GST Act, in force from time to time 23.6 If any Tenderer, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work must be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of earnest money/ security deposit and other action under agreement.
24	Corrupt or Fraudulent Practices	24.1 The Department defines, for the purposes of this provision, the terms set forth below as follows' (a). "corrupt practice" means the offering, giving, receiving or soliciting of anything or value to influence the action of a public official in the procurement process or in contract execution; and (b). "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition. 24.2 Any effort by a Tenderer to influence the Department in the Department's tender evaluation, tender comparison or contract award decisions may result in rejection of the Tenderers tender. 24.3 The Department will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

EXECUTIVE ENGINEER
Public Health Engineering Department
Division Malpura

SPECIAL CONDITIONS OF CONTRACT

1 PRIORITY OF CONTRACT DOCUMENTS

The documents forming part of the agreement are to be taken as mutually explanatory documents of one another. In case of discrepancies they shall be explained and adjusted by the Engineer in Charge. The priority of the Contract documents shall be as follows:

1. Contract Agreement
2. Letter of award
3. Special Conditions of Contract with their annexes
4. General Conditions of Contract with their annexes
5. Instructions and Guidance to Tenderers with their annexes
6. Work description
7. Bills of Quantities with Prices

2 TYPE OF CONTRACT

The present Contract is **Annual Rate Contract of Maintenance of Rising pipeline and All Distribution Pipe line of Rural Water Supply Schemes Malpura Sub Div Malpura**

3 AUTHORITIES

EXECUTIVE ENGINEER, ENGINEER IN CHARGE, REPRESENTATIVES

The work shall be supervised by the EXECUTIVE ENGINEER, PHED DIVISION Malpura; he shall carry out the duties specified in the Contract.

4 INSTRUCTIONS BY THE ENGINEER-IN-CHARGE

Instructions if any to the Contractor shall be given in writing. Oral instructions given have to be confirmed in writing by the Executive Engineer or his Representative.

These provisions shall also apply to the Engineer-in-Charge and to any of his assistants.

5 COMMUNICATION BETWEEN THE DEPARTMENT AND THE CONTRACTOR

ADDRESSES FOR NOTICES

Notices with legal, contractual issues or technical issues shall be addressed to the Executive Engineer, PHED Division Malpura office. Any notice given by the Contractor to the Executive Engineer, PHED Division Malpura under the terms of the Contract shall be sent by post, courier, or fax, official email or submitted in person to the receipt clerk and having obtained a receipt thereof in the office of the Executive Engineer, PHED Division Malpura the addresses as he shall indicate for this purpose only. All certificates, notices or instructions to be given to the Contractor by the Executive Engineer, PHED Division Malpura or the Engineer in Charge under the terms of the Contract shall be sent by post, courier, or fax, official email left at the Contractor's principal address or the address as the Contractor shall indicate for this purpose only.

6 CONTRACTOR'S STAFF

The Contractor shall employ for the execution of the Work only such persons who are skilled and experienced in all activities required for the completion of the work as per the terms and conditions of the tender document.

The Engineer in Charge shall be at liberty to object and require the Contractor to remove from the Work any person who in the opinion of the Engineer in Charge misconduct himself or is incompetent or negligent in the proper performance of his duties. Such person shall not be again employed without permission of the Engineer in Charge.

The Contractor shall always during progress of the work take all requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst the workers and other persons employed on the Works and for the preservation of peace and protection of the inhabitants and the security of property in the neighborhood of the work.

The Contractor shall, if required by the Engineer in Charge deliver to him a return in detail in such form and at such intervals as the Engineer in Charge may prescribe, showing the supervisors and labor employed by the Contractor for work. The Contractor shall make his own suitable arrangements for lodging and boarding of his, labor and supervisors. Police verification of the staff engaged shall be produced by the contractor from local police station within 15 days of the issue of work order.

7 CONTRACTOR'S SUPERVISION

The Contractor shall himself supervise the Work or shall appoint a competent agent approved by the Engineer in Charge to act on his behalf.

8 PRICE VARIATION

No price variation on any account will be applicable.

9 ACCIDENT OR INJURY TO CONTRACTOR EMPLOYEES

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

10 RULES AND REGULATIONS APPLICABLE ON STAFF ENGAGED BY CONTRACTOR:

Staff engaged for entire operation/maintenance etc. shall have to be in accordance with the rules and regulations laid down by the ministry of Labor Welfare Govt. of India. The wages and other essential amenities, group insurance, compensation etc. shall be paid/allowed as per Govt. rules and expenditure on this account shall be contractor's responsibility. The necessary registration under labor rules shall be mandatory. Any sort of compensation due to loss of life/retrenchment, accident etc. shall be borne by the contractor. The department shall not bear any liability of labor, as it is the entire responsibility of contractor. He will be employer under labor/factory act 1948 etc. and department is only concerned with maintenance of pipelines and valve operation through this contract. The contractor is liable for engaging sufficient skilled staff for proper maintenance of all plant and machinery as directed by Engineer-in-Charge.

11 SAFETY PRECAUTION TOWARDS MAN POWER AND WATER SUPPLY INFRASTRUCTURES.

Adequate safety precautions against fire, flooding, lightening, electrical mishaps, the contractor at his own risk & cost shall strictly observe accidents due to moving/ non-moving equipments. Suitable safety measures like boots, gloves,

Insulated tools, alarms, checkered rubber sheets etc. Shall be provided/arranged by the contractor at his own cost. A fully equipped medical first aid kit should be available at each pump house at all the times. In absence of observance of above safety precautions or otherwise the contractor shall be responsible for any unforeseen loss on the equipment or person(s) dealing with these equipments.

In the event of any damage/loss of life and property during the contract in machinery and other equipments and all ancillary units, the contractor shall be solely responsible and liable for compensation and damages. The contractor will be liable against any legal action arising out of the negligence on the part of contractor in due performance of contract. However any third party legal complications due to this shall be the liability of contractor.

12 PERIOD OF CONTRACT:

Period of contract shall be 12 months after 10 days from date of award of contract. However, it may be extended for one year with mutual consent on same rate, terms and conditions (to be worked out based on approved rate). No price escalation shall be allowed during the entire period of the contract.

13 TERMS OF PAYMENT:

The due payment for the works allotted shall be payable as below: -

Payment for maintenance of the work shall be payable on monthly basis.

The bidder shall ensure that duly signed numbered daily job cards issued to the nominated person of the contractor by the department completed in all respect shall be submitted to official email ids of Executive Engineer and Assistant Engineer concerned latest by the next day. No payment shall be made for non-submission or delayed submission of job cards. The Job cards shall mention number of persons to whom work is issued vide the job Card and shall be duly signed by PHED employee deputed to issue the job cards and verified by Jen/Aen. Payment claimable by contractor shall be based on man-days deployed.

The Concerning Aen shall issue a Satisfactory work certificate along with each monthly bill and shall send to the office of Executive Engineer for the payment without which no payment shall be released. The concern Aen shall ensure that the payment has to be made as per nomenclature. No payment shall be made for overlapping of nomenclature amount.

No extra/excess work shall be done without prior permission of this office.

Jointing material shall be provided by the department.

Payment for Valves operation shall be made on number of valves operated daily and monthly basis (Proportionate basis). Quantity may vary as decided by Engineer In charge.

Valve operation timings decide by the Engineer in charge shall be strictly followed, any negligence shall attract penalty Rs 150 for each nonoperation or delay operation of listed valve. The list of valves to be operated shall be provided by the concern Aen/Jen to the Contractor.

14 PAYMENTS AGAINST RUNNING BILLS:

The contractor shall submit his bill at the end of every month along with the following record/ documents duly verified and countersigned by the Aen-in-Charge as an evidence of the contractor's satisfactory performance.

- (a) Signed and duly verified copy in the format approved by Engineer-in-charge. All required documents.

15 DEDUCTION AND RECOVERIES:

Statutory deductions:

The security deposit @ 10% 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 be however, be adjusted while deducting security deposit from running bill of the contractor. There will be no maximum limit of security deposit.

The liability of all taxes including royalties, duties, octroi, and toll taxes etc. whatever applicable will be the liability of contractor. However statutory deductions of Income Tax, GST, service tax' royalty etc. will be made from all running/final bills as per prevalent rules in force.

16 COMPENSATION:

In case of unsatisfactory performance by contractor in operation and maintenance, compensation @0.25% of contract value per week of unsatisfactory performance, subject to maximum of 10% of contract value shall be levied. Regarding such liquidity damages the decision of the Executive Engineer shall be final and binding upon the contractor.

17 DEDUCTION AGAINST DELAYED REPAIR IN PIPE LINES:

For any delay in the repair of leakages/burst etc. compensation shall be levied as under: -

S.No.	Period of Delay beyond the Specified period for repair.	Compensation (Rs. per Hour)		
		Leakages	Bursts	Pollution
1	0 to 2 Hours	200.00	250.00	300
2	2 to 4 Hours	300.00	350.00	400
3	4 to 8 Hours	400.00	450.00	600
4	Beyond 8 Hours (and per Day)	600.00	650.00	1000

Any compensation so levied due to non-performance or poor performance of contract shall be deductible for running bills. Minimum no of persons, as mentioned in G-Schedule, has to provide by the tenderer on daily basis. These no of persons have to increase (without any limit) in case of number of line leakages and occurrence of water pollution are more in a particular day, as per satisfaction of Engineer In charge. Failure to this penalty shall be imposed as Rs. 500/ per day per labour. For example if contractor is ordered to provide 5 persons on a particular day and if he provides only three persons on that day then a penalty of rs. 1000/ will be imposed.

18 RECOVERIES:

Any recovery against past contract can be made from instant contract and any recovery against instant contract can be made from sum available in any other contracts as well as recoveries as per Acts & Rules.

19 ARRANGEMENT OF TOOLS AND TACKLES AND HEAVY EQUIPMENTS:

The contractor at his own cost shall arrange all sorts of tools, tackles required for operation and maintenance of the plant. However, department may assist the contractor with any tools if available in the discretion of Engineer-in-Charge in case of exigencies without any cost chargeable to the contractor.

20 STRIKE AND LAY OFF BY CONTRACTORS STAFF:

In the event of strike or any other failure on the part of contractor by the operation and maintenance staff employed by the contractor, the department shall be empowered to operate and maintain the pumping station, and AC/UPVC/MS/DI pipe lines at the sole risk and cost of the contractor.

21 ARRANGEMENT OF SPARES ETC, BREAKDOWN REPAIR AND SETTLEMENT OF DISPUTE AND RESPONSIBILITY AGAINST NEGLIGENCE:

- (a) The Contractor shall keep sufficient spares and parts required for preventive maintenance described as in schedule-G and various clause & paras of document.
- (b) In case of sudden break down, Engineer-in-charge will decide whether the break down is attributable to contractor's poor preventive maintenance or not after recovery of water supply. If break down is found on the part of contractor then he shall recover cost of repair/replacement and losses from his due payments, if not rectified/replaced at his cost.

22 TIME SCHEDULE AND OTHER CONDITIONS FOR BREAKDOWN REPAIRS IN TRANSMISSION SYSTEM:

The time allowed for completion of repair of burst and leakages etc. shall be under:

Each major breakdown shall have to be repaired within 3 hours; however, repair of bursts in MS pipe line shall be within 8 hours. The time taken for the repair of the job shall be counted from intimation given or known to the contractor. Minor leakages generally do not require removal of any pipe but may require removal of leakage in the existing joint by the method prescribed maximum period of 4 hours shall be allowed for the repair of such leakages. The JCB (Excavator cum loader), dewatering pumps and Crane of required capacity shall have to be arranged by contractor if required

Execution of the work against the risk and cost of contractor: -

The Department shall reserve the right to get the work done on the risk and cost of contractor without rescinding the contract after a notice given to the contractor and he fails to commence the work within 12 hours. In such case, compensation for delay in rectification of leakages/burst shall also be levied as per clause of Unit B-3.

23 TERMINATION

CONTRACTOR'S DEFAULT

The Department shall be entitled to terminate this Contract for the following reasons attributable to the contractor, unless arising because of a Force Majeure Event, or any cause related to the obligations of the Department.

- (a) Failure to perform obligations under this Contract i.e. for not making the system functional for a continuous period of more than 3 days.
- (b) Repudiation of this Contract by the Contractor or the evidencing of an intention by the Contractor not to be bound by the terms of this Contract.
- (c) The Contractor is ordered to be wound up by a court or files a petition for voluntary winding up except for the purpose of amalgamation or reconstruction provided that such amalgamation or reconstruction does not adversely affect the ability of the amalgamated or reconstructed entity to perform its obligations under this Contract, the successor has assumed in writing unconditional responsibility for the performance of the Contractor's obligations and the technical, financial and operating capability of the successor is satisfactory to the Department.
- (d) The Contractor abandons the operation of the Facility.

24 CONSEQUENCES OF TERMINATION BY DEPARTMENT

If the Department with reasonable grounds, terminates the contract the Secured Advances, and any other sums of the contractor with the Department, shall be forfeited and action shall be taken against him as per clause 3 of General Conditions of Contract, if deemed appropriate.

25 INDEMNIFICATION

The Contractor to indemnify the Department against the following: -

- (a) The Contractor shall at its own expense make good any physical loss or damage to the Facility occasioned by it during the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the will full misconduct or failure to follow Good Engineering Practices of the Contractor, any sub-contractor or their respective agents or employees.
- (b) The Contractor shall indemnify, defend and hold harmless the Department and its officers, employees, agents and affiliates against all claims of loss, damage and expense 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 and in respect of loss of or damage to any third party to the extent that the same arises out of:
- (c) Any breach by the Contractor of its obligations hereunder;
- (d) Any negligent act or omission on the part of the Contractor, its subcontractors or their respective agents or employees; and
- (e) Any wilful misconduct or breach of statutory duty on the part of the Contractor, its subcontractors or their respective agents and employees.
- (f) Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.
- (g) The Contractor shall indemnify, defend and hold harmless the Department and its, officers, employees, agents and affiliates against all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith in respect of the death or injury to any person employed by the Contractor or its subcontractors in connection with the performance of the Contractor's obligations.
- (h) The Contractor shall indemnify the Department against all losses and claims in respect of:
 - I. Death of or injury to any person, or,
 - II. Loss of or damage to any property

The Contractor shall be fully responsible for repairing Burst / break down in pipeline due to non- preventive or faulty maintenance, done by him for which no payment shall be allowed on this account.

The Contractor shall be responsible for safety & security of all pipelines and their appurtenances, valves chambers etc. Any loss or damages occurred due to negligence in safety measures shall be repaired free of cost by contractor. Also, the contractor will replace damaged part free of costs.

EXECUTIVE ENGINEER
Public Health Engineering Department
Division Malpura

प्रपत्र "स"

शपथ-पत्र

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

1. यह कि मैसर्स मेरी / हमारी प्रोपराईटरशिप / साझेदारी / लिमिटेड / अन्य प्रकार की फर्म है एवं मैं / हम इस फर्म के प्रोपराईटर / साझेदार / निदेशक / अन्य हूँ / है।
2. संविदा देने (अनुबन्ध स्थापित करने वाले) के लिये उत्तरदारी अधिकारी और उसके निष्पादन (इंजिनीयर-ईचार्ज) के लिए उत्तरदायी अधिकारी जन स्वास्थ्य अभियान्त्रिकी विभाग वृत्त / खण्ड कार्यालय के क्षेत्राधिकार में कोई भी कर्मचारी / अधिकारी मेरा / हमारा निकट संबंधी कार्यरत नहीं है।

शपथग्रहिता

सत्यापन

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

संवेदक के हस्ताक्षर व नाम

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

Form FIN-5: Historical Contract Non-Performance

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

AFFIDAVIT

I/We....., having my/our registered office at

.....
.....,submitting my/our Bid for the work of "Annual Rate Contract of Maintenance of Rising pipeline and All Distribution Pipe line of Rural Water Supply Schemes of Malpura Under jen section Rural in Sub Div Malpura." certify that my/our firm has/have not been blacklisted/debarred for non performance or due to other breach of contract/ RTPP Rules under PWF&AR during last 6 months as per provisions of applicable rules and has/have not been under category of blacklisted/ debarred on the date of submission of bid.

Signature of the Authorized Signatory to the Bidder

Name of the Authorized signatory to the Bidder

Name & Address of the Bidder

Date

	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	साधिकार प्रकाशित	Published by Authority
	पौष 22, बुधवार, शके 1943-जनवरी 12, 2022 <i>Pousa 22, Wednesday, Saka 1943- January 12, 2022</i>	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, January 12, 2022

G.S.R.398 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2022.
 (2) They shall come into force from the date of their publication in the Official Gazette.

2. Amendment of rule 75.- In rule 75 of the said rules,-

- (i) in proviso to sub-rule (2), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted; and
 (ii) in proviso to clause (f) of sub-rule (3), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted.

[No. F.2(1)FD/G&T(SPFC)/2017]

By Order of the Governor,

Vimal Kumar Gupta,
 Joint Secretary to the Government.



Public Health Engineering Department,
Jal Bhawan, 2, Civil Lines, Jacob Road, Jalpur
Tel: 0141-2222342, Fax: 0141-2222605
Email: rj_tin@nic.in

4762
03 NOV 2021

Ref. : Notification, Finance (G&T) department, Jalpur, October 22, 2021.

No: 43005-55 Date 15/11/2024

5- No: 43005-55 Date 5/1/55

33 I

(Sandeep Sharma)

No. D&S/Circular/2021-22/ 2947- 3061 Date: 29-10-2022

1. SA to Hon'ble Minister, PHED, Govt. of Rajasthan, Jaipur.
2. PS to Addl. Chief Secretary, PHED & GWD, Govt. of Rajasthan, Jaipur.
3. FAR&CAO, RWSSMB, PHED, Jaipur.
4. Secretary, RWSSMB, PHED Jaipur.
5. Director, WSSO, PHED, Jaipur.
6. Addl. Chief Engineer, PHED, ... (All)
7. Superintending Engineer, PHED, ... (All)

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1. *Adaptation*

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	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	साधिकार प्रकाशित	Published by Authority
	आश्विन 30, शुक्रवार, शाके 1943-अक्टूबर 22, 2021 <i>Asvina 30, Friday, Saka 1943- October 22, 2021</i>	

भाग 4 (ग)
उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT
NOTIFICATION
Jaipur, October 22, 2021

G.S.R.364 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Insertion of new rule 75A.- After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

"75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,-

- Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

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राजस्थान राज-पत्र, अक्टूबर 22, 2021

भाग 4 (ग)

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G&T(SPFC)/2017]
By Order of the Governor,

Vinal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।



"SAVE WATER "



Office of Chief Engineer (Technical) and
TM, RWSSMB

Public Health Engineering Department,
Jal Bhawan, 2, Civil Lines, Jacob Road, Jaipur
Tel: 0141-2222342, Fax: 0141-2222585
Email: rj_tm@nic.in

No. D&S/ CIRCULAR/2021-22/ 3224 - 3261

Dt.: 12-11-2021

CIRCULAR/D&S/2021-22/51

Subject :- Eligibility criteria for pre-qualification of bidders participating in tenders for capital, capital with O&M and exclusive O&M work in PHED.

Eligibility criteria for pre-qualification of bidders participating in tenders of PHED, Rajasthan were circulated vide following Circular:

- I. Circular No. D&S/O&M/2019-20/2645-2676 dated 30/03/2020 (Circular/D&S/2019-20/35) of CE(T) & TM, RWSSMB.
- II. Corrigendum to Circular No. Circular/D&S/2019-20/35 of CE(T) & TM, RWSSMB dated 23.06.2020.
- III. Amendment to Circular No. Circular/D&S/2019-20/35 of CE(T) & TM, RWSSMB dated 29.09.2020.

In suppression to the circular mentioned above regarding pre-qualification criteria for tenders, revised eligibility criteria for pre-qualification of bidders participating in tenders for capital, capital with O&M and exclusive O&M works in PHED, are hereby issued and shall be applicable for all future tenders with immediate effect. The copy of approved pre-qualification criteria is enclosed herewith and it is enjoined upon all the field officers to adopt the same for all future tenders.

This PQ criteria bears On-file approval of Administrative Department vide Addl. Chief Secretary, PHED & GWD vide ID no. 3703/ACS/ PHE & GWD dated 10.11.2021 and Hon'ble Minister, PHED ID MR-1231/M/PHED/21 dated 10.11.2021 on the proposal submitted by CE(SP) vide No CE(SP)/473 dated 09.11.2021. It should strictly be abided by all the officers of the department with immediate effect.

Enclosure: PQ Criteria

(Sandeep Sharma)

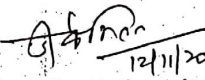
Chief Engineer (Technical) and
TM, RWSSMB, PHED, Raj. Jaipur

No. D&S/CIRCULAR/2021-22/ 3224-3261

Date 12-11-2021

Copy to following:

1. SA to Hon'ble Minister, PHED, Govt. of Rajasthan, Jaipur.
2. PS to Add. Chief Secretary, PHED & GWD, Govt. of Rajasthan, Jaipur.
3. Mission Director, JJM, PHED, Rajasthan, Jaipur.
4. Chief Engineer (Rural)/JJM/(U&NRW)/(SP)/(Adm.) PHED Jaipur.
5. Chief Engineer (Project) Jodhpur/ (PMU), RRWS&FMP PHED Nagaur.
6. FA&CAO, RWSSMB, PHED, Jaipur.
7. Secretary, RWSSMB, PHED Jaipur.
8. Director, WSSO, PHED, Jaipur.
9. Addl. Chief Engineer, PHED, ... (All) for information, necessary action and to circulate a copy of the circular to all SEs, EEs, AEs within their jurisdiction for compliance.


12/11/2021
Superintending Engineer (D&S)
O/o Chief Engineer (Technical) and
TM, RWSSMB, PHED, Raj. Jaipur



**GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(G&T DIVISION)**

No. F.3(2)FD/GF&AR/2020

Jaipur, dated: 07-01-2021

ORDER

The Governor is pleased to order that the following amendment is hereby made in the Public Works Financial & Accounts Rules, Part-II :

1. After existing clause 36D of Conditions of Contract of Appendix XI, a new clause 36E shall be added, as under :-

"Clause 36E: If any rates of Tax are increased or decreased, a new tax is introduced in India only, an existing Tax is abolished, or any change in interpretation or application of any Tax resulting from a change or Introduction in India only due to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority in India only, in the course of performance of contract, which was or will be assessed on the Contractor, in connection with the performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

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

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

By Order,

(Vimal Kumar Gupta)
 Joint Secretary to the Government

Copy forwarded for information and necessary action to:

1. Secretary to H.E. Governor.
2. Principal Secretary, Hon'ble Chief Minister, Rajasthan.
3. All Special Assistants/Private Secretaries to Ministers/State Ministers.
4. Principal Accountant General (A&E/Audit) Rajasthan, Jaipur.
5. All Addl. Chief Secretaries/Principal Secretaries/Secretaries, Rajasthan.
6. Sr. Dy. Secretary to Chief Secretary, Rajasthan.
7. Principal Chief Conservator of Forests (HoFF) Rajasthan.
8. Director, Treasuries and Accounts/Inspection/Local Fund Audit, Rajasthan.
9. All Chief Engineer, PWD/WRD/PHED/RWSSMB/GWD/IGNP/CAD, Rajasthan.
10. All FA/CAO, RWSSMB/PWD/WRD/PHED/GWD/IGNP/CAD/Forest Department, Rajasthan.
11. All Treasury Officers/Sub-Treasury Officers, Rajasthan.
12. All Sections of Finance Department.
13. Technical Director, Finance Department to upload this order on FD website.
14. Guard File.

(PWF&AR - 81/2021)

(Gargi Singh)
 Chief Accounts Officer

Attachment in PWF&AR

SCOPE OF WORK

NAME OF WORK: "Annual Rate Contract of Maintenance of Rising pipeline and All Distribution Pipe line of Rural Water Supply Schemes of Malpura Under jen section Rural in Sub Div Malpura."

SCOPE OF WORK OF RISE AC/PVC/HDPE/MS/DI PIPE LINES SYSTEM

GENERAL

Maintenance of pipelines irrespective of size and material which includes repairing of bursts and leakages, pollution control, survey and removal of choking, disconnection of illegal connections, collection and recording minimum 10 nos. residual chlorine samples during daily supply timings, interconnections and all works related to pipeline network in existing distribution/ rising main pipelines of all sizes by digging out suitable size of pit in soft and loose soil/ hard soil including cutting of black top, WBM and CC top of road of any size at work site. This will also include cutting of pipe ends, fixing of pipe piece with jointing material to make repair leak proof and refilling of pit by excavated sand by ramming it at sides of pipes and upto ground level. For entire job, contractor will use their own T&P. Contractor with his own resources shall arrange de-watering, JCB and tractor compressor if any and restore any amenity at his own cost damaged while performing the work in this item. The works includes daily patrolling and repair the leakages within stipulated time and complete maintenance of pipeline network of rising and distribution pipeline network within the scope of work for per km pipeline per month. Jointing material shall be provided by the department. Minimum labour for a following kms pipelines to be deployed.

2 RESPONSIBILITIES/JOB TO BE CARRIED OUT ON REGULAR BASIS.

Surveillance of pipeline by patrolling party, checking and monitoring of pipeline, air valve, scour valve, chambers pedestals and earth cover etc. for successful maintenance of the pipeline.

- 2.2 Reporting about pipeline valve and appurtenances by the prescribed method in prescribed Performa to the Engineer-In-Charge.
- 2.3 The Contractor shall be responsible for any theft, damages, sabotaging, security and safety of all electrical and mechanical installations in pump house campus & tube wells, pipe line, valves, components, appurtenances, chambers of specials and thrust block etc. Any loss on this account shall be recovered from the contractor. Contractor shall be responsible for watch and ward of pipeline and valves fixed over pipeline in valve chambers.
- 2.4 For removing of unwanted trees, shrubs, bushes etc. over pipeline. He will be also responsible for making easy approach to pipeline.
- 2.5 Contractor shall maintain the necessary infrastructure as per job requirement. For keeping updated record of consumer load survey details as per scope of work defined above.
 - (a) The Contractor shall regularly check the drains/sewer manholes on regular basis. Any service connections passing through the drains/sewer chambers shall be immediately disconnected/bye passed from the main water line as directed by the Engineer-In-Charge. Any Complaints regarding pollutions in water pipeline at consumer ends shall be raised / rectified with on war footing basis and supply of potable water with Minimum Residual Chlorine of 0.2 PPM must be ensured. A daily minimum 10 nos. of

water samples for bacteriological/ residual chlorine at places decided by the JE/ AE shall be recorded.

- (b) No illegal connection on the distribution/rising pipelines maintained by the contractor shall be allowed which will be the responsibility of the contractor part and parcel of this contract.

3 RESPONSIBILITY/JOB TO BE CARRIED OUT PERIODICALLY:

- 3.1 Periodicals checking of sluice valve Air valve, non-return valve and other specials like bends tee etc. and should be recorded in the prescribed logbook. Carrying out periodical maintenance regularly such as greasing, gland packing, inspection, replacement of rubber sheet, nut bolts etc. of valve and appurtenances. Such maintenance should be carried out at least once in three months or as per direction of Engineer-In-Charge or as per respective manufacturer's code of practice.
- 3.2 The contractor is also required to make all possible efforts to bring down the NRW at 20% by using all scientific techniques.

4 REMOVAL OF LEAKAGES IN AC/PVC/MS/DI/CI PIPELINES

- 4.1 Removal of leakage in AC/PVC/MS/DI pipeline consists of the following items: -

(a) LEAKAGE REPAIRING ON JOINTS:

Repair of leakage on joint/pipeline includes excavation in all sorts of soils/rocks up to its working space around joint/pipe, bailing out of water either manually or by dewatering pump sets, caulking of joints with lead wool, hemp, cement sand mortar, to make it leak proof, wherever required and refilling of the trench of the repaired joint/pipe joint pipe with sand so that the pit/ trench is levelled, and no depression is left after compaction

The contractor shall take all safety measures to repair the pipe lines and refill the leakage pits with sand with proper compaction. Any accident is casualty on account of left out open pits or underground power cables will be the sole responsibility of the contractor.

(b) REPAIRING AND REPLACEMENT OF BURST AC/PVC/MS/DI/HDPE PIPELINES

In case of burst in pipelines, work shall include immediate detection of location, closure of nearest u/s and d/s SV valves and opening of scour valves in nearby vicinity within Two hour period of detection of location, excavation in all types of soils/rocks in the affected portion up to its working space required, dewatering and bailing out of water either manually or by using diesel/petrol/kerosene driven dewatering pump sets, breaking and taking out of damaged pipe from the trench and replacing by AC/PVC/MS/DI pipe of diameter equal to that of damaged pipe. This job also includes complete cutting, placing, jacking/rejacking, welding in case of MS pipe, fabrication and refilling of trench required for replacement of damaged pipe and transportation of damaged pipe from site to nearest PHED stores at pumps houses. Epoxy painted MS pipe, A.C./PVC pipe and other material of required size shall be provided by the department at stores (pump house), which shall be transported at burst site by the contractor. However, welding rods, machinery, T & P and skilled/ unskilled labour is to be arranged by contractor.

The contractor shall immediately repair the damaged pipe line due to development works under taken by other departments such as JDA/ NNJ, /JVNL/BSNL etc., and restore supply.

The contractor shall take all safety measures to repair the pipe lines and refill the leakage pits with sand with proper compaction. Any accident is casualty on

account of left out open pits or underground power cables will be the sole responsibility of the contractor.

REMOVAL OF LEAKAGE FROM MS SPECIALS:

- LEAKAGE REPAIRING WITH DISLOCATION: - Leakage with dislocation of pipes/specials includes jacking/rejacking/ cutting, welding, dewatering and excavation in all sorts of soils/rocks, if required.
- LEAKAGE REPAIRING WITHOUT DISLOCATION IN PIPELINE: Leakage without dislocation of pipes/specials includes cutting, welding, dewatering and excavation in all sorts of soils/rocks, if required.

The contractor shall be liable of carrying out any such work, not included herein but required for satisfying public complaints, avoid disruption of Water Supply Scheme avoid water low pressure problems and loss of water etc. as per direction of Engineer-In-Charge.

**Executive Engineer
Phed Division Malpura**

Signature Not Verified

Digitally signed by SANDEEP BATAR
Date: 2026.05.19 11:32:36 IST
Location: Rajasthan-RJ