This stamp token is the integral part of contract agreement for construction of three meters observation well signed on 19.12.2017 December 2017 between RAEMIS & Chief Engineer Groundwater Department, Dept. of Rajasthan.

(Dr. Om Prakash)
Project Director
RAEMIS, Dungarpur, JAIPUR
Contract Agreement for
Construction of Piezometers and Observation Wells

ARTICLE OF AGREEMENT

This deed agreement is made in form of agreement 19th day of Dec. 2017, between Rajasthan Agricultural Competitiveness Project Management & Implementation society (RACPMIS) or his authorized representative (herein after referred to as the first party) and The Chief Engineer, Ground Water Department, Government of Rajasthan (herein after referred to as the second party), to execute the Construction of Piezometers (84 nos.) and Observation wells (16 nos.) (herein after referred to as works) on the following terms and conditions.

1. Cost of the contract

The total cost of works is Rs.1,19,35,756.00 (in Words Rupees, One Crore Nineteen Lakh Thirty five thousand Seven hundred and Fifty six only (herein after referred to as estimated cost) and subject to vary during the execution of work due to change in depth of drilling, pipe assembly and prevailing rates approved by Ground Water Department, Govt. of Rajasthan as reflected and executed according to Annexure-1.

2. Payments under its contract

Payments to the second party for the works will be released by the first party in the following manner:

On completion of whole works which is Construction of Piezometers and Observation wells through DTH and Combination drilling method with installation of double inverted cap and construction of platform including civil works, necessary marking and display boards.

2.1 Payments will be made by the first party:

a) on the second party submitting an invoice for an equivalent amount;

b) on certification of the invoice by the In-charge PIA's nominated by the first party with respect to quality of works in the format in Annexure – 2.

3. Completion time

3.1 The works will be executed through departmental rigs and should be completed in four (04) months from the date of this Agreement, accordingly as per the work schedule in Annexure-1. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

3.2 If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

[Signature]
Project Director
RACPMIS, Dungarpur, JABPUR

<(Dr. Prakash)>
a) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.

b) Payments due to the second party are delayed without reason.

c) Certification for the works is delayed reasonably.

4. **Payment upon termination**

If the contract is terminated because of fundamental breach of contract by the second party, the first party shall issue a certificate for the value of the work done up to the date of issue of the certificates, less other recoveries, due in terms of contract, less taxes deducted at source as per applicable law.

5. **Defects Liability**

The “Defects Liability Period” for the work is twelve (12) months with one complete season should pass after completion of works. During this period, second party will be responsible for rectifying any defects in construction free of cost to the first party.

The defect liability period shall be of twelve (12) months, from the date of completion of works in all respect to specifications and commissioning of Piezometers and Observation wells. The second party shall be responsible for satisfactory performance of the work under all operation conditions for the duration of defects liability period.

6. **Failed/ Abandoned Bore holes**

6.1 The second party will be eligible to claim payment for drilling works of failure/ Abandoned bore holes.

6.2 The second party shall be responsible to cover the failure bore holes by suitable technique.

7. **Dispute settlement**

7.1 If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall settle the dispute through mutual and amicable consultation.

7.2 In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

8. **Duties and responsibilities of the second party**

8.1 The second party shall be responsible to:

(Handwritten signature)

(Dr. Om Prakash)
Project Director
R&C&I, Dungarpur, JAIPUR
a. take up the works and arrange for its completion within the time period stipulated (as per work schedule in Annexure-I).

b. employ suitable skilled persons to carry out the work; regularly supervise and monitor the progress of work;

c. bring any discrepancy to the notice of the representative of the first party and seek necessary clarification.

d. execute works through manpower and machinery deployed, should be insured and No compensation will be made by the first party, in case of any incidence of accident/miss happening and loss of the property of the second party.

e. abide by all labor enactments and rules made there under, regulations, notifications and by-laws of the State or Central Government or local authority;

f. abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;

9. Special Conditions

I. The second party shall ensure that the Site selected for works should be a Government land/ Gram Panchayat land or any Government entity and must not be a private land.

II. The second party shall prepare lithological log, pipe assembly chart, the completion report that requires preparation and submission of drill cutting, collection of strata samples (duly packed in strong polythene) and collection of water samples (in plastic bottles – 1 litre capacity with inner cock and duly labeled by details of particular Piezometer & Observation wells and; submit to Regional Chemical lab, GWD, Jaipur for analysis) in prescribed format of Ground Water Department, Govt. of Rajasthan.

III. The second party shall complete the work in all clusters simultaneously in proportionate manner.

IV. On demand of the first party, the second party shall be bound to execute the work up to ±20% over the quantity mentioned.

V. The complete Piezometers & Observation wells, including double inverted cap assembly platform shall be painted with sky blue enamel paint and necessarily marked as “GWD / RACP / YEAR OF CONSTRUCTION / PZ / OBSERVATION WELL/ IDENTIFICATION NO.” with black colour of enamel paint.

(Dr. Om Prakash)
Project Director
RACP, Buragaur, JAIPUR
VI. Photographs and display board of Piezometers & Observation wells with details should be installed after its completion at the site. Pre and post work photographs should be attached in the BDR.

VII. Ground Water Department will also conduct Aquifer Performance Test (APT) on Observations wells proposed to be constructed under RACP to estimate the hydraulic properties of an aquifer system. This activity will be undertaken before installation of DWLR Telemetric.

10. Safety measures during the execution of the work and manpower:

10.1 The second party will provide all safety measures to all the persons deployed for the work and first party will not responsible for any miss-happening accident etc. As work is to be done by heavy machinery is advised to get insurance of all the working persons deployed in the work and heavy machinery engaged in work.

10.2 The second party is also required to cap the bore hole immediately after the completion of drilling till the lowering of pipe assembly, construction of platform & installation of double inverted cap assembly and he will ensure that no bore hole shall remain open at any stage of construction of Piezometer & Observation wells.

10.3 All preventive measures are required to be taken by the second party to avoid fatal accident of small children by falling in bore wells including following measures.

   i. All the drilling rigs which are to be deployed for the works in particular cluster should be registered and should have valid registration certificate as on the date of working.

   ii. During construction of Piezometer and Observation wells through drilling, it is essential to erect a sign board having work details including complete address of the second party by which work is being done.

   iii. Barbed wire fencing is required to be erected around the well and mud pits and work in progress ribbon be indicated during the construction.

   iv. In no case bore hole drilled should be kept uncovered after completion of drilling work.

   v. After completion of work; mud pits and channels are required to be filling up to restore the ground condition.

   vi. Failed bore hole is required to be filling up by clay / sand /boulders/pebbles/drill cutting etc. from bottom to ground level to restore the ground condition.

[Signature]
(Dr. Om Prakash)
Project Director
RACP, Durgahara, JAIPUR
11. Inspection of works:

Senior Hydrogeologist and In-charge PIAs of respective clusters will be responsible for 100% verification of works. Nodal Officer, PIU- RACP, Ground Water will also verify at least 10% of works.

12. Corrupt and Fraudulent Practices:

Bank's Policy- Corrupt and Fraudulent Practices is attached at Annexure-3

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the RACPMIS (First Party)

Signed:

(Dr. Om Prakash)
Project Director
RACP, Dungarpur, JAIPUR
in the capacity of Project Director, RACPMIS, Jaipur

in the presence of Shri. Anil Kumar Vijay, Manager Procurement

For and on behalf of Ground Water Department, Jodhpur, GoR (Second Party)

Signed:

(Suraj Bhan Singh)
Chief Engineer
in the presence of Shri. R. K. Mishra, Superintending Engineer, Ground Water Department, Jaipur
**DETAILED WORK SCHEDULE**

1. **Time period for completion of works:**

The Schedule for completion of work in four (04) months as per capacity offered below by using proposed departmental rigs.

<table>
<thead>
<tr>
<th>Rajasthan Agricultural Competitiveness Project (RACP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total available capacity of the drilling rigs to be deployed for Rajasthan Agricultural Competitiveness Project (RACP)</td>
</tr>
<tr>
<td>DTH rigs</td>
</tr>
<tr>
<td>Combination rigs</td>
</tr>
</tbody>
</table>

**Schedule for completion of work**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Cluster</th>
<th>Month wise</th>
<th>Work capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1&lt;sup&gt;st&lt;/sup&gt; month</td>
<td>By DTH rigs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; month</td>
<td>No. of Piezometer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; month</td>
<td>05</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>12</td>
</tr>
<tr>
<td>1.</td>
<td>Pisangan</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; month</td>
<td>07</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; month</td>
<td>07</td>
</tr>
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<td></td>
<td></td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; month</td>
<td>04</td>
</tr>
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<td></td>
<td></td>
<td>4&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>02</td>
</tr>
<tr>
<td>2.</td>
<td>Bonli</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; month</td>
<td>06</td>
</tr>
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<td></td>
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<td>2&lt;sup&gt;nd&lt;/sup&gt; month</td>
<td>10</td>
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<td></td>
<td></td>
<td>4&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>04</td>
</tr>
<tr>
<td>3.</td>
<td>Sangod</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; month</td>
<td>06</td>
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<td></td>
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<td></td>
<td></td>
<td>4&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>04</td>
</tr>
</tbody>
</table>

Total 04 Months 50 10 34 06

2. **Rates applicable for the works:**

The construction works is to be executed as per applicable rates by State Government of Rajasthan - Ground Water Department for the proposed work schedule and following are the current approved rates.

(Handwritten note: [Signature])

(Dr. Om Prakash)
Project Director
RACP, Jodhpur, JAIPUR
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of drilling works</th>
<th>Qty.</th>
<th>Total Proposed depth of drilling in Mts</th>
<th>Drilling Rate per meter in Rs.</th>
<th>Total Amount in Rs.</th>
<th>Total Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rotary DTH Rotary DTH</td>
<td>Rotary DTH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Drilling works for Piezometers through DTH drilling method.</td>
<td>50</td>
<td>- 4821</td>
<td>- 400.00</td>
<td>19,28,400.00</td>
<td>19,28,400.00</td>
</tr>
<tr>
<td>2.</td>
<td>Drilling works for Piezometers through Rotary/DTH drilling method</td>
<td>34</td>
<td>1260 2010</td>
<td>1238.00 400.00</td>
<td>8,04,000.00</td>
<td>23,63,880.00</td>
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<tr>
<td>3.</td>
<td>Drilling works for Observation wells through Rotary/DTH drilling method</td>
<td>16</td>
<td>448 1317</td>
<td>1238.00 676.00</td>
<td>8,90,292.00</td>
<td>14,44,916.00</td>
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<td>4.</td>
<td>Assembly lowering with gravel packing.</td>
<td>50</td>
<td>1708 -</td>
<td>295 -</td>
<td>5,03,860.00</td>
<td>5,03,860.00</td>
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<td><strong>A: Sub total</strong></td>
<td></td>
<td><strong>26,18,364.00</strong></td>
<td><strong>36,22,692.00</strong></td>
<td><strong>62,41,056.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Description of works</strong></td>
<td></td>
<td><strong>Qty.</strong></td>
<td><strong>Rate per unit in Rs.</strong></td>
<td><strong>Total Amount in Rs.</strong></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Installation of double inverted cap</td>
<td>100</td>
<td>3,370.00</td>
<td></td>
<td>3,37,000.00</td>
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<tr>
<td>6.</td>
<td>Construction of platform including civil works &amp; necessary marking and; display boards.</td>
<td>100</td>
<td>15,000.00</td>
<td></td>
<td>15,00,000.00</td>
<td></td>
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<tr>
<td>7.</td>
<td>Aquifer Performance Test (APT) to be conducted on Observation wells.</td>
<td>16</td>
<td>45,690.00</td>
<td></td>
<td>7,31,040.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>B: Sub total</strong></td>
<td></td>
<td><strong>25,68,040.00</strong></td>
<td></td>
<td></td>
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<tr>
<td>Type of Pipes</td>
<td>Dia. Of pipe (mm)</td>
<td>Tentative requirement of pipes in meter</td>
<td>Rate of pipes per meter in Rs.</td>
<td>Total Amount in Rs.</td>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>8. M. S. Casing pipes</td>
<td>100 mm</td>
<td>1094</td>
<td>930.00</td>
<td>10,17,420.00</td>
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<td>9. M. S. Casing pipes</td>
<td>125 mm</td>
<td>1260</td>
<td>1,130.00</td>
<td>14,23,800.00</td>
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<td>10. M. S. Casing pipes</td>
<td>200 mm</td>
<td>448</td>
<td>1,530.00</td>
<td>6,85,440.00</td>
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<td></td>
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<td>C: Sub total</td>
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<td></td>
<td></td>
<td>31,26,660.00</td>
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<tr>
<td>Grand Total (A + B + C)</td>
<td></td>
<td></td>
<td></td>
<td>119,35,756.00</td>
<td></td>
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</tr>
</tbody>
</table>
Format of work completion certificate

Certified that the works up to ------------------ level in respect of construction of ------------------ at ------------------ have been executed in accordance with the approved drawings and technical specifications.

Signature
Name & Designation
(Official address)

Place:
Date:

Office seal

(Dr. Om Prakash)
Project Director
RACP, Durgapur, JAIPUR
APPENDIX TO GENERAL CONDITIONS
Bank’s Policy- Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

"Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

2 For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

3 For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

4 For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

5 For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.
"obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated;

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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6 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group administrative procurement sanctions procedures for fraud or corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.