

JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

**Name of work: Operation and Maintenance of STP (1MLD) of BSUP
Block-C Jaisinghpura khor Delhi road Jaipur based on MBBR
technology**

Cost: Rs. 04.14 Lakh

NIT No. 03/2021-22

Volume-I

Envelope 'A' (Technical Bid)

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

जयपुर विकास प्राधिकरण, जयपुर

राम किशोर व्यास भवन, कमरा नं. 303, तृतीय-तल, नागरिक सेवा केन्द्र भवन,
इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक: जविप्रा/अधि.अभि.(हाऊसिंग - I) / 2021 / डी-592

दिनांक : 15.09.2021

निविदा सूचना सं0 अधि. अभि. (हाऊसिंग - I) / 03 / 2021-22

जयपुर विकास प्राधिकरण द्वारा "1 एम एल डी क्षमता के सीवेज शोधन सयंत्र के संचालन व संधारण कार्य ,एमबीबीआर तकनीक आधारित, बीएसयूपी परियोजना जयसिंहपुरा खोर सी ब्लोक जयपुर "जिसकी अनुमानित लागत रु 04.14 लाख के लिए ऑनलाईन बिड्स दिनांक 27.09.2021 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 27.09.2021 को सायं 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

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

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

(अयुब खान)
अधिशायी अभियन्ता
(हाऊसिंग-द्वितीय)
जविप्रा, जयपुर

प्रतिलिपि:-

1. जन सम्पर्क अधिकारी, जविप्रा को तकनीकी सहायक (निदेशक अभियान्त्रिकी-प्रथम) के मार्फत समाचार पत्र में प्रकाशन हेतु।

Job No. JDA/EE HOUSING II/A & F/2021-2022/JUL/132 dt. 26.07.2021 Rs. 4,30,560.00

अधिशायी अभियन्ता
(हाऊसिंग-द्वितीय)
जविप्रा, जयपुर

JAIPUR DEVELOPMENT AUTHORITY

Room No. 303, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 E.mail: ayubkhan3282@gmail.com

No.:-JDA/EE (HOUSING-II)/2021/D-592

Dated: 15.09.2021

NOTICE INVITING BID **NIB No. : JDA/EE (HOUSING-II)/03/2021-22**

Online Bids are invited up-to 6.00 PM of 27.09.2021 for “**Operation and Maintenance of STP (1MLD) of BSUP Block-C Jaisinghpura khor delhi road Jaipur based on MBBR technology**” Estimated cost of 04.14 Lakh. The last date for Applying Bid and making online payment on JDA portal is up-to 6.00 PM of 27.09.2021. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in, For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Securing declaration online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Ayub Khan)
Executive Engineer
(HOUSING-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. 303, CCC Building, Third Floor, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 E.mail: ayubkhan3282@gmail.com

No.:-JDA/EE (HOUSING-II)/2021/D-592

Dated:- 15.09.2021

NOTICE INVITING BID

NIB No. : JDA/EE(HOUSING-II)/03/2021-22

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: Executive Engineer (HOUSING-II), Jaipur Development Authority ➤ Address:- Room No. 303, Citizen Care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar lall Nehru Marg, Jaipur – 302 004) Email: ayubkhan3282@gmail.com
Subject Matter of Procurement	<ul style="list-style-type: none"> ➤ Operation and Maintenance of STP(1MLD) of BSUP Block-C, Jaisinghpura khor delhi road Jaipur based on MBBR technology ➤ Job No. JDA/EE HOUSING II/A & F/2021-2022/JUL/132 dt. 26.07.2021 Rs. 4,30,560.00
Bid Procedure	<ul style="list-style-type: none"> ➤ Potential Assessment Method Tender (eg. Single-stage Two part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ Potential Assessment Method L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application participation and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Securing declaration online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 250/- (Rupees five hundred only) ○ RISL Processing Fee: Rs. 500/- (Rupees One Thousand only)
Estimated Procurement Cost	<ul style="list-style-type: none"> ➤ INR 4,14,000.00/- (Rupees Four Lakh Fourteen Thousand Only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ All the eligible contractors should be submit Bid security declaration on non-judicial stamp of Rs-50/- as per office order issued by finance department (GF&AR) GoR dated 23.12.2020. (Declaration form attached with tender document). It is mandatory to submit bid security declaration in prescribed format along with the bid. (Rs-50 Non-Judicial Stamp Papers shall be paid in Rajasthan Govt.) ➤ Bidder who is A and AA Class contractor registered in other Govt. Department and Bidder registered as contractor in AA, A, B, C & D in JDA. ➤ In case of Department's of the State Government and undertakings] Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/Time/Place of Pre-Bid	<ul style="list-style-type: none"> ➤ NA
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 20.09.2021 at 10.00 AM ➤ End Date: 27.09.2021 at 06.00 PM
Bid Submission on e-Procurement Portal of GOR	<ul style="list-style-type: none"> ➤ Start Date: 20.09.2021 at 10.00 AM ➤ End Date: 27.09.2021 at 06.00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 01.10.2021 at 11.00 AM, Room No. 303, Citizen Care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar lall Nehru Marg, Jaipur – 302004
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ Will be intimated later to the Technically Qualified Bidders.
Bid Validity	<ul style="list-style-type: none"> ➤ 120 days from the bid submission deadline
Completion period of work	<ul style="list-style-type: none"> ➤ 06 Months
* Jaipur Development Authority has decided to receive Tender Fee and RISL processing fee online through JDA Portal.	

A. Payment Options:**Option-1: Bank Guarantee (BG) against EMD / Bid Security**

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

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

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

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

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

Note:-

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
- Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

(Ayub Khan)
Executive Engineer
(HOUSING-II) JDA, Jaipur

Section A-1

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

TECHNICAL BID

Potential Assessment

Envelop A

SCHEDULE AND SPECIFICATIONS

Name of work :- Operation and Maintenance of STP (1MLD) of BSUP Block-C, Jaisinghpura khor delhi road Jaipur based on MBBR technology

1. NIB No. :- **E.E.(HOUSING-II)/ 03 /2021-22**
2. Approximate cost :- Rs. 04.14 Lakh
3. Cost of the bid documents :- Rs. 250.00
4. Bid Processing Fees :- Rs. 500.00
5. Bid Security (In favour of Secretary, JDA, Jaipur) :- All the eligible contractors should be submit bid security declaration on non-judicial stamp of Rs. 50/- as par order issued by Rajasthan Government of Finance Department (GF&AR) Gor. Dated 23.12.2020 (Declaration form attached with tender document. It is mandatory to submitted bid security declaration in prescribed format along with bid)
6. Start date of Applying, Online payment on JDA portal and bid submission on www.eproc.rajasthan.gov.in :- Start Date : 20.09.2021 from 10:00 AM Onwards
7. Online payment end date on JDA portal :- End date : 27.09.2021 up to 6:00 PM
8. Bid submission end date on www.eproc.rajasthan.gov.in :- End date : 27.09.2021 up to 6:00 PM
09. Date & Time of opening Tender :- 01.10.2021 at 11:00 PM Room No. CCC TF-303 IIIrd Floor, CCC building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan)
10. Date of submission of Bid fees, RISL processing & EMD fee :- 20.09.2021 to 27.09.2021 upto 6:00 PM through online payment after registering with JDA on www.jaipur.org/e-services/e-tender portal. There should be a gap 3 working days between End date of bid Applying, online payment & bid submission and bid opening date.
11. Completion period of work :- 06 Months

SCHEDULE 'A' : INFORMATION USEFUL FOR THE CONTRACTORS :

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

SCHEDULE 'B' : LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT:

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

SCHEDULE 'C' : LIST OF THE DRAWING TO BE SUPPLIED BY THE CONTRACTOR:

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after depositing necessary cost within JDA.

SCHEDULE 'D' : TEST OF THE MATERIALS :

The test of the material and workmanship shall be conducted by the JDA staff as necessary, The result of such tests should confirm to the standard laid down in the Indian standards and or the standards laid down in the detailed specification of the Public Works Deptt,. Proper quality control is required to be maintained by the contractor. Qualified personnel as required under the contractor enlistments rules duly approved by the Deptt. shall have to be engaged at site by the contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE 'E' : SAMPLES OF THE MATERIALS :

The samples of the material to be used by the contractor shall be deposited 15 days in advance with the Engineer In charge and be got approved by him before use.

SCHEDULE 'F' : TIME OF COMPLETION :

The work should start within Ten days of issue of work order and complete within **06 months.**

SCHEDULE 'H' :: ATTACHED SEPARATELY.

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

Annexure B : Declaration by the Bidder regarding Qualifications

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

Annexure E : DLP period for various type of works. Office order D-29 dated 11.03.2016

Annexure F : Payment mechanism for participating in tender: Office order D-399 dated 04.10.16.

Annexure G : Rajasthan Government of Finance department : Office order F-2(1)Fin./G&T-SPFC/2017 dated 23.12.2020.

Annexure J : JDA Office order JDA/EE/PHE-I/2020/D-367 Date 27.10.2020(Permission to invite bids on two envelop system for O & M work of Various STP's having estimated cost below 3.0 Crore.)

Annexure K : Rajasthan Government of Finance department : Office order F-2(1)Fin./G&T-SPFC/2017 dated 18.12.2020.

SCHEDULE 'I' : SPECIAL TERMS & CONDITION :

SCHEDULE 'H' :: ATTACHED SEPARATELY

SIGNATURE OF CONTRACTOR with full address & Mobile No. :	EXECUTIVE ENGINEER HOUSING-II) Jaipur Development Authority, Jaipur
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JAIPUR DEVELOPMENT AUTHORITY JAIPUR

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

Name of work : Operation and Maintenance of STP (1MLD) of BSUP Block-C Jaisinghpura khor delhi road Jaipur based on MBBR technology.

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

1. Procedure:

Procedure for Potential Assessment Method would be as follow:

- (a) Tender documents shall be submitted on line e-procurement website <http://www.eproc.rajasthan.gov.in> with their digital Signature. The Bid is to be submitted in 2 Covers which shall comprise of –

Envelop -1 Complete Tender Document along with addendums/ amendments issued and uploaded by the Department on the above website, Tender form and schedules for pre-qualification Bid and scanned copies of supporting Documents as required for qualification as detailed herein after.
Cover-2 Financial offer (BOQ).

- (b) The technical bid will be opened online only of those bidders whose Tender fee, e-procurement fee deposit confirmed.
- (c) The Technical Bid would be opened online on the date 01.10.2021 at 11.00. AM.
- (d) The Financial Bid would be opened only of those bidders who fulfill all the Potential Assessment Method criteria.

2. Criteria:

Criteria for Potential Assessment Method would be as follows:-

“The bidder must have experience of successful O&M of STP of at least 33% design capacity subject to minimum 01 MLD capacity STP for minimum one year.(O&M of a STP based on MBBR/SBR/MBR/ASP technology) in last 5 financial years and also fulfill the financial criteria of completion of one similar work of minimum 33% amount of the bid amount in last 5 financial years”.

Note :-

- i. Work experience Certificate issued in this regard by Govt. of India, State Govt., Union Territory, Govt. Undertakings, Autonomous Bodies, Public or Pvt. Ltd. firm shall only be considered.
- ii. The financial bid will be opened only of those bidders deposit proper processing fee, bid cost , GST registration, clearance certificate , copy of registration of contractor in required category and submit bid security declaration in prescribed format along with the bid are found to be in order. The processing fee, bid cost and bid security declaration in prescribed format will be accepted through online payment only.
- iii. **Bidder should be attached affidavit on stamp paper of Rs. 100 for information furnished by him is correct.(Annexure-I)**
- iv. **All the pages of the Bid documents submitted by Bidder shall be signed, stamped and uploaded on E Procurement system by the Bidder or his representative holding the Power of Attorney (Enclose original/attested photocopy of the Power of Attorney).**
- v. All the bidders are required to comply with the following annexure A,B,C&D, prescribed under RTTP Act 2012 vide circular No 3 date 4 Feb, 2013, by the Dept of Finance (G&T) Govt. of Rajasthan.
- vi. **The bidder who are blacklisted or debarred from any central/state Govt. or Govt. undertakings are not eligible for this work, undertaking as per Annexure-III to be submitted.**

Executive Engineer
(HOUSING-II)
JDA, Jaipur

TENDER FOR WORKS

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

Memorandum

- a) **General description of work:-** Operation and Maintenance of STP (1MLD) of BSUP Block-C Jaisinghpura khor Delhi road Jaipur based on MBBR technology
- b) **Estimated cost :** Rs. 04.14 Lakh
- c) **Earnest money :-** All the eligible contractors should be submit bid security declaration on non-judicial stamp of Rs. 50/- as par order issued by Rajasthan Government of Finance Department (GF&AR) Gor. Dated 23.12.2020 (Declaration form attached with tender document. It is mandatory to submitted bid security declaration in prescribed format along with bid

(d) **Security Deposit:**

(i)"The security deposit @ 03% of the gross amount of the running bill shall be deducted from each running bill (Annexure-K) and shall be refunded as per rules on completion of the contract as per terms and conditions(Annexure-E) . However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee. FDR etc.

(ii)" Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) in 06 months. Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed here to and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

Validity of rates 120 days.

Signature of Witness
Witness's address & Occupation

Signature of Contractor
Address of Contractor

Date:

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

Date:

Executive Engineer
(HOUSING-II)

Section A-2

General Conditions of Contract

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

Section A-3 Special Conditions of Contract

SPECIAL CONDITIONS OF THE CONTRACT

1. The rates provided in Bid documents are inclusive of all Taxes, royalty.
2. The quantity of work can be increased or decreased. However, no guarantee is given about the actual quantity of work.
3. No extra payment shall be made to the contractor on account of excavation in collapsible strata or in hard or rocky strata. The tenderers shall have to make their own arrangement for completing the work and no claim in this respect will entertained.
4. On collection of complete material for each section the same shall be got checked by Engineer-in-Charge or his authorized representative. Such approval shall in no way release the contractor of his responsibility regarding completion of work, as per required specification until the contract is complete.
5. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
6. The contractor shall make his own arrangement regarding water required for the execution and testing of the work and shall also arrange for the supply of drinking water to his own employees. He shall defray all charges in this connection and should include in his rates a sufficient amount to cover such charges. All such facilities as are required now to be provided for the labour, made under labour welfare rules enforce, shall also be provided by the contractor at his own cost.
7. The rate quoted by the contractor shall remain valid for a period of **120** days from the date of opening of the tenders.
8. If any Bid withdraws his Bid prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a Bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to re-biding, he shall stand debarred from participating in bidding in JDA for Six Months in addition to forfeiture of Earnest Money/Security Deposit/ Performance Guarantee and other action under agreement
9. The contractor/firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be born by the contractor only and JDA will not be responsible in any way.
10. Water for construction / testing purpose shall have to arrange by contractor at his own cost. If water is supplied by the department, the

- same shall be recovered from the contractor from each running bill at the rate of 1% of total value of pipe line laying work, In case of metered connection the charges shall be recovered on the actual consumption basis on the commercial rates.
11. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
 12. No secured advance against material procured at site will be allowed.
 13. **MAINTENANCE OF CAMPUS.**
The scope of work for O&M of maintenance of campus shall include the following but not limit to:-
 - (i) Sweeping and cleaning of Campus on daily basis.
 - (ii) Cutting of the Grass in the garden fortnightly or as per requirement as per direction of Engineer-in-Charge.
 - (iii) Contractor shall be responsible for any theft, damages, sabotaging, security and safety of campus. Any loss on this account shall be recovered from the contractor.
 14. The contractor/firm or company will take utmost care to safeguard the water mains, Electric and Telephone cable existing surface drains water connections etc., while executing the work. Any damages/rectification shall be born by the contractor only
 15. Contractor shall provide a board at site indicating "Name of Work and other details at his own cost as required by Engineer-in-charge.
 16. The surplus sludge and damaged materials will be immediately removed from the site of work and dumped as per instruction of Engineer-in-charge.
 17. The Bidder are required to submit copy of their enlistment as contractor.
 18. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-in-charge, failing which, such material shall be removed by the Engineer-in-charge at risk and the contractor after expiry of 3 days period.
 19. The contractor/firm/company is bound to get the workmen insured against accident from the Insurance Company at his own cost.
 20. Contractor shall be the sole custodian of the men and material at work and will be fully responsible for any loss of life or otherwise occurred during the execution of the works.
 21. The Engineer – in – Charge or his authorized representative will carry out as and when considered necessary for the quantity and quality of work done and for the materials used in the work. The contractor, unless otherwise specified shall provide all facilities and arrangements to undertake these tests and all testing charges shall be borne by the contractor.
 22. The contractor shall supply required quantity of samples desired by executive engineer, the samples so obtained shall be sent to authorized laboratory for testing, if the material is not found according to the specifications the entire lot of supply will also be rejected. The entire cost of samples and testing shall be borne by the contractor.
 23. Defects Liability period:- If applicable JDA office order no. JDA/Ex.En. (TA to Dir. Eng.-1)/2016/D-29 dated 11.03.2016 (Annexure 'E').
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24. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.
25. **"Price escalation not applicable.**
26. Security deposit will be refunded as per JDA office order no. JDA/Ex.En. (TA to Dir. Eng.-1)/2016/D-29 dated 11.03.2016 (Annexure 'E').
27. If there is any typographical error or otherwise in the 'H' Schedule. The nomenclature and the rates as given in the JDA approved items/rates on which schedule 'H' Schedule is based, shall prevail.
28. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
29. Power charges shall be borne by the JDA. However it shall be responsibility of the contractor to collect the bills from JVVNL 7 days before due date of payment by cheque and handing over to Engineer In Charge, also collecting the cheque from JDA and deposit in JVVNL within due date. **Any late payment, penalty will be on part of contractor and** To maintain power factor not below 0.9 in any case. In case of default, any surcharge charged by the JVVNL shall be recoverable from the contractor.

The above conditions may be read very carefully and adhered strictly.

Signature of Contractor
With full address & Mobile No.

Executive Engineer (HOUSING-II)
JDA, Jaipur

Section A-4

Specifications of Work

SCOPE OF WORK

Operation and Maintenance Conditions

1. General Requirements for Operation and Maintenance

The Contractor shall operate and maintain the entire STP for period of 6 month from the date of taking over of the plant. All necessary repairs, maintenance, overhaul, replacements etc., shall be made during the O & M to maintain the Plant at the status of formal handing. At the end of O & M period the plant shall be handed over to the JDA/ New contract agency nominated by JDA in fully functional and new condition except normal wear and tear. The O & M contract price include the initial expenditure, which is going to occur in the repairing/replacement of old machinery & equipment etc.

The price for O & M bill shall include supply of all tools, tackles, spares, lubricants, MBBR Media and polyelectrolyte. The scope shall include but not limited to the following items.

Operation and Maintenance including Civil, Electrical, Mechanical, Piping, Instrumentation and all allied works.

Sampling and testing of effluent and treated sewage shall be done on Monthly basis from any NABL/MOEF approved laboratory. Out of which, twice a year these test shall be conducted through Rajasthan State Pollution Control Board (RSPCB)/PHED govt. lab , payments for this to be made by contractor to RSPCB/PHED. No payment shall be given to contractor for these testing's. If any additional test required by JDA authority or Engineer In-charge then same shall be done by contractor at his own expenses upto 2 no tests. If additional testing (more than 2 no.) are required by EIC then testing amount shall be borne by contractor & same shall be reimbursed by JDA on submission of original payment receipt. Contractor shall submit testing reports for payment as required above. If contractor fail to submit testing reports monthly, then payments shall be withheld.

O & M of all functional and utility buildings, infrastructure and common areas Within the Plant campus.

CONTRACTOR HAS TO INCUR ALL THE COSTS, TAXES, GST, DUTIES, TRANSPORTATION, LABOUR, MACHINING, WELDING, REPAIRING, REPLACING AND MAKING GOOD ANY AND ALL PARTS / PLANT EQUIPMENT, CONSUMABLES, MOTORS, PUMPS, GEAR UNIT, CAPACITOR, LT SWITCHGEAR, LIGHTING SYSTEM, CABLES, CHEMICALS, CONSUMABLES, MBBR MEDIA ETC.

Maintenance of Proper records of sampling as per approved Performa.

Loading, Unloading and Transportation of screenings, Wet sludge and wet grit out of treatment Plant site at his cost as directed by JDA's representative within 5 km from the Plant at the place as directed

by the JDA's representative from time to time. The wet sludge shall be collected and disposed of by the contractor.

Maintenance of log books of all the machinery shall be done separately & collectively, at the STP. These reports shall contain sufficient appropriate and adequate data to make the records meaningful and amenable to analysis for evaluating the performance of the Plant as well as to help in O & M decisions.

Security of the campus and contents therein shall be Contractor's responsibility.

The records maintained by the Contractor shall be produced periodically to the JDA's representative for proper monitoring. The JDA's representative's remarks shall be attended to on next submission. Consolidated summary reports shall be furnished to the JDA monthly, quarterly and yearly containing salient features as and when directed by JDA.

The Contractor shall also maintain history sheets of overhauling, maintenance, replacement of all the important electrical and mechanical equipment

The O & M shall include the appropriate preventive maintenance of equipment as per the manufacturer's recommendation.

The operation, maintenance and repairs services shall be performed according to the following.

Down time:

The operation and maintenance service provided by the Contractor for the period specified in the Contract shall ensure the continuous operation of the Plant and that the breakdown or deterioration in performance, under normal operating conditions, of any items of Plant and equipment and component parts thereof is kept to a minimum.

The period of such exceptional operation shall not exceed two consecutive days and shall not be more than three days a week. The maximum downtime of the whole Plant shall not exceed 12 hours. The periods for repairs and maintenance have to be communicated to the JDA's representative at least one week in advance. For machinery and equipment which requires maintenance to be carried out by manufacturer/ manufacturer's authorized representative, the down time shall not exceed 3 days. JDA reserves the right to impose penalty, should there be any default by Contractor on this account. The penalty amount will be deducted in the next O & M bill if adequate record are not furnished by the Contractor for delay.

Operation of the Plant as per O & M Manual:

The Plant shall be operated according to the rules and procedures laid down in the O & M manual. The Plant must be in position to work at the design capacity at any time.

Awareness & Cleanliness

The Contractor and his staff shall maintain a high degree of awareness in operation and maintenance of the Plant and all relevant safety codes and procedures. At all times the Plant, its equipment and surrounds shall be kept clean and in order' including the buildings, floors, walls, roofs, windows, and garden etc.

Frequency of Preventive maintenance

The preventive maintenance shall be carried out according to the preventive maintenance schedule of the Plant. The regular staff may be reinforced with short-term specialists by the Contractor for special maintenance tasks, after duly informing the JDA's representative of the need and the schedule.

Repairs

Repairs shall be made as and when needed very promptly on the spot or at the Contractor's / Manufacturer's workshop. The need of repair on the spot or at the Contractor's workshop has to be defined in co-ordination with the JDA's representative and according to the status of spare parts availability.

Spare parts

The Contractor shall keep a reasonable stock of spare parts so that the down time of equipment can be kept within the limits specified. The contents of the stock and the reorder level of the inventory have to be approved by the JDA's representative.

Transportation

All necessary transportation shall be arranged and made by the Contractor at his own expense.

Consumables

The Contractor has to ensure that there is always there is sufficient stock of 15 days of consumables, etc.,

Chemicals

The Contractor has to ensure that there is always there is minimum stock of 30 days requirement of Polyelectrolyte.

2 GENERAL OBLIGATION

The Contractor shall operate and maintain the entire Plant under this contract for the period specified in this contract which shall be extendable at the JDA's option to be discussed in the last one month of 6 months O & M contract.

The Contractor will submit a detailed operation and maintenance plan for approval of JDA's representative. All operation and maintenance activities shall be carried out strictly in accordance with the approved plan.

The services shall include but not be limited to the following items.

Operation and maintenance of the sewage treatment plant from the inlet chamber up to disposal of treated water.

3 OPERATION

Operational services

The Contractor shall operate the complete sewage treatment Plant and associated services on a continuous 24-hour basis.

The Contractor shall operate and utilize the control and monitoring systems provided. If found necessary, he shall make adjustments (within the operation range) of the control system and equipment, so that the Plant operation matches the treatment process requirements.

If it is determined that the facility is not capable of meeting the design parameters for any reason beyond the Contractor's control and not attributable to him, the Contractor shall determine the specific cause of failure/ abnormality in the Plant functioning and report to the JDA's representative and seek his directives on the necessary corrective action to be taken/adopted.

The Contractor will be required to furnish the details of electricity consumption in the format prescribed by the JDA's representative. Monthly electric charge shall be paid by JDA, collecting the electric bill from JVVNL and deposit the same to JVVNL will be contractor liability & the same shall be reimbursed by JDA to the contractor. Penalty account of power factor surcharge and late payment of monthly electric shall be recovered from contractor's monthly O&M bill if any.

All consumables, Polyelectrolyte, and spare required operating and maintaining the Contractor shall provide the Plant in good condition. The grit, Screenings, Wet sludge and other garbage generated in the plant shall be removed from the site on daily basis. No accumulation of such residues shall be permitted within the Plant campus without express application by Contractor giving adequate reasons

as well as permission of JDA's representative. The Contractor shall such residues in conformity to Environmental regulations/ rules in force. The JDA's Representative may, if required, decide the mode and timing of disposal of such residues in consultation with concerned Environmental and Civic Authorities. Such directions shall be followed by the Contractor promptly, both in letter and spirit, without any reservations and without any increase in O&M /other costs. The loading, unloading and transportation cost of these shall be borne by the Contractor and shall be included in the price quoted by the Contractor for O&M.

The Contractor at his own expense shall provide all tools, cleaning, and housekeeping equipment, security and safety equipment

Manpower

The Contractor shall provide experienced managerial, technical, supervisory, administrative, and non-technical personnel and labour necessary to operate and maintain the treatment Plant and works properly, safely and efficiently on a continuous 24 hour basis for the full term of the O & M period. While doing so due consideration shall be given to the labour laws in force.

The qualification and capability of Contractor's personnel shall be appropriate for the tasks they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the JDA's representative, a member of Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and JDA's representative informs the Contractor in writing, the Contractor shall replace him with a person of appropriate skills and experience for the task, approved by the JDA's representative, within one month of being so informed.

The bidder shall propose in his tender a staff management structure for the operation and maintenance of works. The suggested structure (minimum) shall be as follows:

Site in Charge*	1 (full time)	Should be diploma / graduate in Civil/ Chemical/Mechanical engineering with having minimum 1 year experience of O&M of similar type of Plant.
Operator	3 (1no in each Shifts)	Should have minimum 1 year experience of O&M of similar type of Plant.
Helper/ Sweepers	3 (1no in each Shifts)	Should have experience of O&M of similar type of Plant.-

The JDA may require a suitable change in the structure on the basis of design, automation and other relevant parameters it deems fit.

The Contractor shall provide all secretarial support, office furniture and office supplies as required for O & M of STP. It shall also ensure that all labor welfare laws and regulations are followed, including weekly rests, rotation of duties

The CV resumes of the Contractor personnel shall be submitted to the JDA's representative for acceptance. Normal time duty hours for the Contractor's O & M personnel may be modified as necessary and agreed by the JDA's representative. A rotating shift schedule shall be established by the Contractor and approved by the JDA's representative who will ensure that an adequate number of the Contractor's staff will be available for duty at Plant 24 hours each day, 7 days week, including national holidays.

In the event that it is necessary for more than one of the Contractor's O & M personnel to be absent from the Plant, for whatever reason, the Contractor shall provide a qualified replacement at his own expense and ensure that specified project duty coverage is maintained. If substitute key personnel are required for a period longer than 15 days.

The O & M personnel shall be dedicated solely to the specified duties and responsibilities and shall not be diverted to perform Contractor's administrative duties, construction arrangement, office management, or other non- O & M activities. Adequate support staff shall be provided by the Contractor in order avoid any such diversion.

The bidder shall provide justification of the labour cost proposed by him for all personnel

The Contractor shall include in his cost medical and accident insurance expenses of all the staff employed by him along with all provisions of the labour welfare acts prescribed from time to time by the State and Central Government. Adequate insurance cover shall also be maintained during O & M period for all short-term employees, as well as casual, temporary employees and visitors.

JDA is not liable for any situation arising due to any accident/mishap of whatever nature occurring in the Plant premises.

Safety

The Contractor shall be responsible for safety of his staff during O & M of the Plant and shall procure, provide and maintain all safety equipment necessary for satisfactory O & M such as gasmasks, gloves, boots, mats etc.,

The Contractor shall utilize safety awareness procedures in every element of operation and maintenance.

The Contractor shall emphasize site safety including adoption of

Safe working procedures

Cleanliness and care of the plant as a whole

Accident and hazardous conditions prevention and reporting.

The Contractor shall impart safety training to all members at regular intervals, especially for new comers.

The Contractor shall provide Notice boards and display boards at appropriate locations detailing precautions to be taken by O & M personnel to work in conformity to regulations and procedures and by the visitors to the Plant.

The Contractor shall notify the JDA's representative immediately if any accident occurs whether on-site or off site in which Contractor is directly involved and results in any injury to any person, whether directly concerned with the site or a third party. Such initial notification may be verbal and shall be followed comprehensive report within 24 hours of the accident.

Reporting

The Contractor shall prepare consolidated daily reports, weekly and monthly reports on Plant operation and maintenance and submit to the JDA's representative as and when required by JDA.

Overall reporting formats shall be approved by JDA's representative and may have to be modified from time to time as required and approved by JDA's representative. Contractor may have to prepare and submit additional reports on particular matters and incidents as and when required by the JDA's representative for each significant occurrence.

4 MAINTENANCE

Maintenance of Installed Plant

The Contractor shall ensure the continuity of the Plant operations and the breakdown or the deterioration in performance of the Plant under normal operating conditions of any items of the Plant and equipment and component parts thereof shall be minimized.

The classes of maintenance provided shall comprise full Operational maintenance and standby Maintenance.

Full operational maintenance comprises the planned and regular maintenance carried out by the Contractor on a day-to-day basis, including cleaning, lubricating, minor adjustment, together with the preventive and corrective maintenance plan for those items of the Plant and equipment within the treatment works which have been commissioned and made operational.

Standby maintenance comprises the planned and regular maintenance carried out by the Contractor including cleaning, lubricating, periodic, and minor adjustment of all items of Plant and equipment within the treatment works which have been installed but have not yet been made operational.

The Contractor shall carry out the maintenance of the Plant installations in accordance with the requirements of the O & M Manual and to the approved maintenance plan. The Contractor shall strictly adhere to the manufacturers' recommendations with respect to equipment maintenance, and only use types and grades of lubricants to be used. The frequency of lubrication, adjustments to be made regularly, and recommended spare parts by the equipment/machine/instrument manufacturer/supplier shall be carried out and appropriate inventory shall be held in store.

Building and Site Maintenance

The Contractor shall be responsible for:

The full maintenance of building and all electrical, ventilation, plumbing and drainage installation in the building.

Building and housekeeping maintenance.

Full maintenance of the site water and wastewater services, cabling and earthing systems, and the campus lighting system.

Site maintenance including the upkeep of landscaped areas/ tree Plantation etc.,

Preventive Maintenance

The Contractor shall plan the day-to-day and the preventive maintenance. This planning must include each equipment. the estimated necessary hours in preventive maintenance and break down maintenance. It shall also include the qualification of the foreseen maintenance personnel. The Contractor shall provide the yearly requirement of spare parts and consumable needed for the maintenance of each piece of equipment for the day-to-day maintenance, preventive maintenance, and foreseen break down maintenance/overhaul, if any.

5. TRAINING

General

The Contractor shall be responsible for instruction and training of all his personnel in all aspects of Plant operation and maintenance till the end of the operation and maintenance period. The Contractor shall also be responsible for training personnel designed by the JDA who will operate the Plant at the expiry of the contract if directed by JDA.

The Contractor will make available for this purpose competent staff and as well as propose schedule information that may be necessary for effective execution of the training programme.

6. Operation and Maintenance records

The contractor shall submit sample form for record to JDA for approval that are required to be maintained by the O & M Contractor. The details of complete records shall be prepared and submitted by the O & M Contractor to the JDA's representative as and when required.

7. Recommended Treatment Process

The treatment plant consists of mainly Civil, Mechanical, Electrical, Piping, Instrumentation process of STP, as under:-

- (a) Sewage transfer sump with pumping machinery.
- (b) Removal of screen/grit in screen channel/grit channel.
- (c) Removal of organic matter (BOD/COD).
- (d) The treated sewage storage tank.
- (e) ACF/PCF
- (f) Air Blower
- (g) Sludge return pump
- (h) Back washing of ACF/PCF

8. Treated sewage quality:- As per Consent to operate valid for a period from 30.05.2018 to 30.04.2023 (Rajasthan State pollution control board unit ID 55010)

Sr.no.	Parameter	Value
1	PH	Between 5.5 to 9.0
2	COD	Not to exceed 50 mg/l
3	BOD (3 day at 27 C)	Not to exceed 10 mg/l
4	TSS	Not to exceed 20 mg/l
5	Phosphate as P	Not to exceed 1.0 mg/l
6	Fecal Coliform	Not to exceed 230 MPN /100 ml
7	N Total	10 mg/l
8	Oil & Grease	NIL

Contractor shall in all conditions insure that quality of effluent from STP shall have desired characteristic in conformity with specifications as mentioned above and shall give guarantee for it. Failure to comply above parameter shall attract liquidated damages as per clause 10 of conditions of contract.

10. Liquidated damages:

10.1 For the quantity and quality of treated sewage

If the pumped sewage quantity and quality parameters do not meet the output standards, then liquidated damages shall be payable shall be as follows:-

Liquidated Damages

(For non-conformance in meeting the output standards for treated sewage set as per this tender specifications)

Event triggering the recovery of Liquidated Damages	During the O&M period		Liquidated damages recoverable on termination as a percentage of the immediately preceding year's fixed & variable payments
	Liquidated Damages	Frequency	
Non conformance with BOD standards as per volume I, Technical specifications	Rs. 2.00	For every 1000 litres for every day of non conformance	5%
Non conformance with COD standards as per volume I, Technical specifications	Rs. 2.00	For every 1000 litres for every day of non conformance	5%
Non conformance with TSS standards	Rs. 2.00	For every 1000 litres for every day of non conformance	5%

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

10.3 Limit on liquidated damages

Notwithstanding the above, the liquidated damages payable by the contractor shall not exceed the maximum liquidated damages **as explained at clause 11 of the part.**

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

10.5 Slit/Sludge/Screening/Grit removal

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

11. Maximum Liquidated Damages

11.1 The maximum liquidated damages payable by the contractor in any month shall not be more than 5% of the fixed payment receivable by the contractor for the year calculated on nominal flow of 1.0 MLD.

11.2 The maximum liquidated damages payable by the contractor in a year shall not be more than 30% of the fixed payment receivable by the contractor for the year calculated on nominal flow of 1.0 MLD.

11.3 The maximum liquidated damages payable by the contractor on Termination shall not be more than the fixed payment receivable by the contractor for the year preceding the termination calculated on nominal flow of 1.0 MLD.

13. As per agreement, the no. of staff in each shift should always remain present; otherwise penalty towards absence of any staff shall be levied and recovered from the contractor. The arrangement of reliever for weekly off/holiday/leave etc. shall be made by the contractor. Absence on any ground like weekly off or holiday shall not be considered. The presence of staff in each shift should be marked in register to be maintained at site of sewage treatment plant; which shall be considered as final. The contractor's staff must mark their presence in this register. If a man on the duty remains absent and there will not be any replacement in his place, the contractor will be penalized at the rate of Rs. 500/- per man per day **upto no limit.**

14. No equipment shall remain idle or un-repaired or damaged or unutilized for the period exceeding 5 working days from the date of intimation by engineer in charge to contractor in that effect. If any equipment is not repaired, rectified and or replaced within 3 days, the contractor shall be penalized **with no limit at the rate of Rs. 1000/- per day of delay per each individual equipment of the plant.**

Executive Engineer
(HOUSING-II)
JDA, Jaipur

Section A-5

Annexure

SCHEDULE H

01. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
02. Tax exemption/ Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
12. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
13. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-In charge at risk and the contractor after expiry of 3 days period.
14. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.

15. The rates provided in tender documents are inclusive of all Taxes royalty.
16. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
17. Undersigned has full right to reject any or all tenders without given any reasons.
18. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
19. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
20. The tenderer are required to submit copy of their enlistment as contractor.
21. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
22. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
23. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES 2013 shall be applicable.

**Signature of Contractor
with full address & Mobile No.**

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

Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

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

Conflict of Interest:-

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

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :
Place :

Signature of bidder

Name :
Designation :
Address :

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Commissioner, JDA, Jaipur.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, UDH, Raj Govt.

(1) Filing an appeal

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

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

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

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

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

(i) Hear all the parties to appeal present before him; and

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

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

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1
[See Rule 83]
**Memorandum of Appeal under the Rajasthan
Transparency in Public Procurement Act, 2012**

Appeal No. of Before the
..... (First/Second Appellate Authority)

1. Particulars of appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal :
(Supported by an affidavit)

7. Prayer :

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
 - (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

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

Signature of Contractor

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

with full address & Mobile No.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/Ex.En. (TA to Dir. Engg.-I)/2016/D-29

Dated: 11/3/2016

Office Order

Subject: - DLP period for various type of works.

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

Table-I

S.No.	Type of Work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road, PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 years
5.	Drains	6 months	3 years
6.	Roads		
	(i) Two layer WBM/CSB	3 years	6 Months or one full rainy season which ever is later
	(ii) For Renewal/Strengthening		
	(a) BT upto 30 mm thickness	3 years	1 year
	(b) BT above 30 mm to upto 40 mm	3 years	2 years
	(c) BT above 40 mm to upto 90 mm	3 years	3 years
	(d) ET Above 90 mm	3 years	5 years
	(iii) New Roads		
	(a) BT upto 90 mm	3 years	3 years
	(b) BT more than 90 mm	3 years	5 years
7.	Compound wall	6 months	3 years
8.	Buildings work		
	(i) Work pertaining to Sanitary works electrical works, Joinery works and painting works.	6 months	2 years
	(ii) Work pertaining to Building structure and other civil works.	6 months	5 years
9.	Electric work except maintenance	6 months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	6 months	3 years ✚

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

Table-II

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

Various conditions for managing DLP are as under:-

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

Table-III

DLP period \ % Recovery on Withdrawal of DLP, of work order	1 year	2 year	3 year	4 year	5 year
1 year	1.12	-	-	-	-
2 year	2.55	1.43	-	-	-
3 year	4.38	3.26	1.83	-	-
5 year	9	7.88	6.45	4.62	2.47

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

(b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table III is also to be deducted in addition to this amount.

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

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

Scf
Director (Engineering-I)
JDA, Jaipur

Copy to following for information and necessary action:-

1. PS to IDC, JDA, Jaipur.
2. PS to Secretary, JDA, Jaipur.
3. Director Engineer I/II, JDA, Jaipur.
4. Director (Fin.), JDA, Jaipur.
5. C.F, JDA, Jaipur.
6. All Add. Chief Engineers, JDA, Jaipur.
7. All Superintendent Engineers, JDA, Jaipur.
8. OSD (RM), JDA, Jaipur.
9. Additional Director (REV.&DP.)
10. CAO (P&A) JDA, Jaipur.
11. Sr. Horticulturist, JDA, Jaipur
12. All Executive Engineer, JDA, Jaipur.
13. DD (E&B) JDA, Jaipur.
14. All AOs, JDA, Jaipur.
15. All AAOs, JDA, Jaipur.
16. System Analyst
17. All Contractors' Association, JDA, Jaipur.
18. Guard file

S.E. & TA to Dir. (Engg.-I)
JDA, Jaipur

Jaipur Development Authority, Jaipur

Office Order

No. : JDA/IT(1074501)/E-Services/2015-16/D-399

Dated: 4-10-2016

Subject: Payment mechanism for participating in tender.

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

A. Payment Options:

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

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

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

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

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from **any Bank any Branch** using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

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

- In case complete payment is done through Payment Gateway, on successful transaction the “**Bid Participation Receipt**” will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) “**Bid Participation Receipt**” will be available on Login of Bidder on JDA portal.

This payment mechanism will come into force w.e.f 15/10/2016. Thereafter, old payment mechanism related to NEFT/ RTGS in which the bidder makes direct payment without “**Paying Slip for EFT (NEFT/RTGS)**” in JDA’s bank account will be discontinued.

All procuring entities are hereby directed to clearly mention this procedure in NIB document.


(Pawan Arora)
Secretary

Copy for information and further necessary action to:

1. P.S. to JDC, JDA, Jaipur.
2. P.S. to Secretary, Secretary, JDA, Jaipur.
3. Director (Law / Finance / Town Planning / Engineering-I / Engineering-II), JDA, Jaipur.
4. All Additional Chief Engineer _____, JDA, Jaipur
5. DC (Administration)/DC(Store)/DC (Vehicle), JDA, Jaipur
6. System Analyst, JDA, Jaipur
7. Analyst-cum-Programmer, JDA to ensure integration of software w.e.f 01/10/2016.
8. All Xen _____, JDA, Jaipur.
9. Officer-in-charge, SPPP Portal, Jaipur.
10. OSD (Public Relation) / PRO, JDA, Jaipur.


(Brijesh Kishore Sharma)
OSD (RM)



राजस्थान सरकार
वित्त (सामान्य वित्तीय एवं लेखा नियम) विभाग



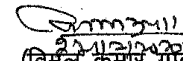
क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017 जयपुर, दिनांक : 23.12.2020

परिपत्र

वित्त विभाग की अधिसूचना क्रमांक एफ. 2(1)वित्त/जीएण्डटी - एसपीएफसी/2017 दिनांक 18.12.2020 द्वारा आरटीपीपी नियम, 2013 के नियम 42(2) में संशोधन करते हुए आमंत्रित की जाने वाली आगामी बोलियों के संदर्भ में दिनांक 31.12.2021 तक बिड सिक्यूरिटी राशि प्राप्त नहीं करने एवं इसके स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का प्रावधान किया गया है।

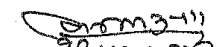
चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1998 की धारा 3 सपटित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा पत्र (Declaration) पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय है। अतः समस्त उपापन संस्थाओं को निर्देशित किया जाता है कि बिड सिक्यूरिटी के संबंध में प्रस्तुत किए जाने वाले घोषणा पत्र (Declaration) पर उक्तानुसार राजस्थान राज्य में स्टाम्प ड्यूटी एवं सरचार्ज का भुगतान सुनिश्चित करावें।

संलग्न- उपरोक्तानुसार


(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. सचिव, राज्यपाल/प्रमुख सचिव, मुख्यमंत्री/विशिष्ट सहायक समस्त मंत्रीगण/राज्य मंत्रीगण ।
2. उप सचिव, मुख्य सचिव/निजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव ।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर ।
4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर ।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर ।
6. रजिस्ट्रार, राजस्थान उच्च न्यायालय जोधपुर/जयपुर ।
7. प्रधान महालेखाकार ए एण्ड ई राजस्थान जयपुर ।
8. प्रधान महालेखाकार ऑडिट राजस्थान जयपुर ।
9. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग ।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त ।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर ।
12. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी ।
13. समस्त कोषाधिकारी ।
14. समस्त उपापन संस्थाएं ।
15. तकनीकी निदेशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें ।
16. रक्षित पत्रावली ।


23/12/2020
संयुक्त शासन सचिव

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

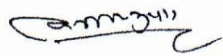
In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



Jaipur Development Authority, Jaipur

No.: JDA/EE/PHE-I/2020/D-367

Dated:- 27/10/20

OFFICE ORDER

Sub:- Permission to invite bids on two bid system for O&M work of various STP's having estimated cost below 3.0 crore.

As per the decision taken in the 229th meeting of the Executing Committee held on 25.09.2020 w.r.t. agenda no. 229.6 "permission to invite bids on two bid system for O&M work of various STP's having estimated cost below 3.0 crore". In above context the bid for STP's O&M work shall be called in two bid system containing technical evaluation with the condition for technical eligibility criteria for PRE QUALIFICATION as follows:-


E.C. Agenda	Approved	Technical eligibility criteria for two bid system
229.6	Regarding Ex Post Facto approval for "Permission to invite bids on two bid system for O&M work of various STP having estimated cost below 3.0 crore.	<p><i>"The bidder must have experience of successful O&M of STP of at least 33% design capacity subject to minimum 1 MLD capacity STP for minimum 1 year. (O&M of a STP based on MBBR/SBR/ MBR/ASP technology) in last 5 financial years and also fulfill the financial criteria of completion of one similar work of minimum 33% amount of the bid amount in last 5 financial years"</i></p> <p><i>"Certificates issued in this regard by Govt. of India, State Govt., Union Territory, Govt. Undertakings, Autonomous Bodies, Public or Pvt. Ltd. firms shall be considered."</i></p>

This order shall come in force with immediate effect and hence forth will be applicable on all new cases.

Sd/-
Executive Engineer (PHE-I)
JDA, Jaipur

Copy to following for information and necessary action:-

1. PS to JDC, JDA, Jaipur
2. PS to Secretary, JDA, Jaipur
3. Director Engineering-I/II, JDA, Jaipur
4. Director (Finance), JDA, Jaipur

	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	साधिकार प्रकाशित	Published by Authority
अग्रहायण 27, शुक्रवार, शके 1942-दिसम्बर 18, 2020 Agrahayana 27, Friday, Saka 1942-December 18, 2020		

भाग 4 (ग)

उप-खण्ड (1)

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, December 18, 2020

G.S.R.230 -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 (Second Amendment) Rules, 2020.

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

2. Amendment of rule 42.- The existing proviso to sub-rule (2) of rule 42 of the Rajasthan Transparency in Public Procurement Rules, 2013, hereinafter referred to as the said rules, shall be substituted by the following, namely:-

"Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken."

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

(i) the existing proviso to sub-rule (2) shall be substituted by the following, namely:-

"Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, the performance security shall be taken as under:-

- 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
- 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
- 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and

- (ii) in sub-rule (3), the existing proviso to clause (f) shall be substituted by the following, namely:-

"Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 3% of the amount of the bill."

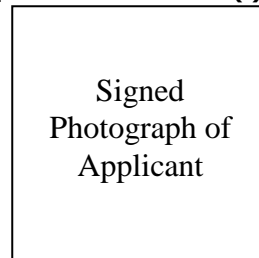
[No. F.2(1)/FD/G&T-SPFC/2017]

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

Government Central Press, Jaipur.

[Reference Clause 3(i)]



To be given on Non-Judicial stamp
Paper of Rs. 100/- only,

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory of M/s under take the oath that the information furnished by me/us of the assessment Bid for is correct to the best of my/our knowledge and nothing has been concealed by me. I acknowledge that if in future any information furnished by me is found incorrect I will be solely responsible and shall be punished as per the law and also any benefits in any form obtained by me shall be recoverable.

.....
Proprietor/ Partner/ Authorized signatory
M/s
.....

**Note:-
The applicant has to enclose a self attested photo identity card with the above affidavit.**

Bank Guarantee Performa for Bid security deposit

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

To
Secretary,
Jaipur Development Authority,
Jaipur

Sub:

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against the Security Deposit for the work of "Operation and Maintenance of STP (1MLD) of BSUP Block-C, Jaisinghpura khor delhi road Jaipur based on MBBR technology "

WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated for the work of "Operation and Maintenance of STP (1MLD) of BSUP Block-C, Jaisinghpura khor delhi road Jaipur based on MBBR technology " (**Name of Work**) (Hereinafter called "the Bid").

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

That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

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

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

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;

- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICICI 006754. Bank Account No. 675401700518** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

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

**UNDERTAKING FOR NOT BLACKLISTED
(in letter head)**

We.....

..(Name of Firm) do hereby undertake that:

- 1.We have not been Blacklisted or Deregistered by any Central/ State Government / Public Sector Undertaking or, Autonomous Bodies etc. in the last Three Years.
- 2.None of our work has rescinded by the client after award of contract during last 3 years.
- 3.We have not left any work incomplete assigned by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc. in the last three years.

Stamp and Signature of Authorized Signatory

SPECIAL CONDITIONS

1. If there is any typographical error or otherwise in the 'H' Schedule the rates given in the relevant BSR/ Approved item on which schedule 'G' has been prepared, shall prevail.
2. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
3. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful for the JDA to recover such sum from him in the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
4. Deleted
5. Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
6. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
7. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
8. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
9. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
10. If any Bid withdraws his Bid prior to expiry of said validity period given at S.No. 6 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement and fails to furnish performance guarantee the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in bidding in JDA for Six Months in addition to forfeiture of Earnest Money / Security Deposit /Performance Guarantee and other action under agreement
11. Rules regarding enlistment of contractors provide that work upto five times limit for which they are qualified for tendering can be allotted to them. Therefore, before tender the contractors will keep this in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.
12. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-Incharge in writing. Failing which, such material shall be removed by the Engineer-Incharge at risk and the contractor after expiry of 3 days period.
13. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
14. The rates provided in Bid documents are inclusive of all Taxes, royalty & GST etc.
15. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
16. Undersigned has full right to reject any or all Bids without given any reasons..
17. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
18. The Bidder are required to submit copy of their enlistment as contractor.
19. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
20. Any Bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from Bidding for three months in JDA.
21. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.

Signature of Contractor
with full address & Mobile No.

Executive Engineer (Housing-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY



Tender Document

For

**Name of work: Operation and Maintenance of STP (1MLD) of BSUP
Block-C, Jaisinghpura khor Delhi road Jaipur based on MBBR technology**

Cost: Rs. 04.14 Lakh

NIT No. 03/2021-22

Volume-II

Envelope 'B' (Financial)

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Operation and Maintenance of STP (1MLD) of BSUP Block-C Jaisinghpura khor delhi road Jaipur based on MBBR technology

Contract No: EE (HOUSING-II)/03/2021-22

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	No. or Qty.	Units	RATE In Figures To be entered by the Bidder (including All Taxes) Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Operation & maintenance of 1 MLD STP at BSUP block-C Jaisinghpura khor as per scope of work & special condition of contract including complete operation , maintenance & repair of various pipe line , machinery, pump set, switches, starters, rewinding of all type of motors and repairing of pump set etc along with all type of material (ISI mark, as per norms) required for operation & maintenance in all respect to avoid any disruption in operation of STP including chemical charges.(Except electric charges)	6.000	Per Month		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only					