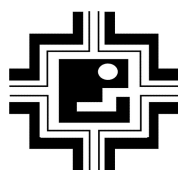


JAIPUR DEVELOPMENT AUTHORITY



Bid Document

For

Rate Contract for Construction of Rain Water Harvesting Structure based on Modular / Cross Wave Technology to revive the defunct tube-wells in Jaipur city followed by operation and maintenance for 05 years under the Jurisdiction of PHE Zone, JDA, Jaipur.

Cost : Rs 89.31 Lac

NIB No. 04/2023-24

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

समाचार पत्रों में प्रकाशन हेतु

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जवाहर लाल नेहरू मार्ग, जयपुर-302004

क्रमांक: जविप्रा/अधि.अभि. (पीएचई-॥)/2023/डी-345

दिनांक:- 11.08.2023

बिड आमंत्रण सूचना

बिड संख्या : जविप्रा/अधि. अभि. पीएचई-॥/04/2023-2024

जयपुर विकास प्राधिकरण द्वारा "Rate Contract for Construction of Rain Water Harvesting Structure based on Modular / Cross Wave Technology to revive the defunct tube-wells in Jaipur city followed by operation and maintenance for 05 years under the Jurisdiction of PHE Zone, JDA, Jaipur" जिसकी अनुमानित लागत रुपये 89.31 लाख के लिए ऑनलाईन निविदा दिनांक 25.08.2023 सांय 6:00 बजे तक आमंत्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि दिनांक 25.08.2023 को सांय 6:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.raj.nic.in व www.eproc.rajasthan.gov.in एवं www.jda.urban.rajasthan.gov.in पर देखा जा सकता है। (UBN No.).

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, अमानता राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्रॉक्योरमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत होना आवश्यक है।

(दिनेश कुमार कुकना)
अधिशायी अभियन्ता(पीएचई-॥)
जयपुर विकास प्राधिकरण,
जयपुर

प्रतिलिपि:-

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

Job No. JDA/EE PHE-I/2022-2023/Aug/179 dt. 31.08.2022 Rs. 1,54,04,413.00

(दिनेश कुमार कुकना)
अधिशायी अभियन्ता(पीएचई-॥)
जयपुर विकास प्राधिकरण,
जयपुर

Annexure: 1
NIB for Publication in News Paper

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. 307, Citizen Care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg,
Jaipur – 302 004

Telephone: +91-141-2569696 email: eephe2@gmail.com

No: - JDA/EE/PHE-II/2023/D-345

Dated:- 11.08.2023

NOTICE INVITING BID

NIB No. : JDA/EE (PHE-II)/04/2023-2024

Online Bids are invited upto 6.00 PM of 25.08.2023 for **"Rate Contract for Construction of Rain Water Harvesting Structure based on Modular / Cross Wave Technology to revive the defunct tube-wells in Jaipur city followed by operation and maintenance for 05 years under the Jurisdiction of PHE Zone, JDA, Jaipur"**. Approximate cost of work is Rs. 89.31 lakh. The Last date of for applying bid and making online payment on JDA portal is up-to 6.00 PM of 25.08.2023. 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

(UBN No.)

To participate in the bid, bidder has to be:

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

(Dinesh Kumar Kukana)
Executive Engineer (PHE-II)
JDA, Jaipur

Copy to :-

1. PRO Cell, JDA, Jaipur through TA to DE (I) for publication in News paper.

Job No. JDA/EE PHE-I/2022-2023/Aug/179 dt. 31.08.2022 Rs. 1,54,04,413.00

(Dinesh Kumar Kukana)
Executive Engineer (PHE-II)
JDA, Jaipur

Annexure: 2**Detail NIB for uploading on SPP Portal, e-Procurement, JDA Portal & as part of NIB Document****JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

Room No. 307, Citizen care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg,

Jaipur - 302 004

Telephone: +91-141-2569696 email: eephe2@gmail.com**Bid No: - JDA/EE(PHE-II)/2023/D-345****Dated:- 11.08.2023****NOTICE INVITING BID****NIB No. : JDA/EE(PHE-II)/04/2023-2024**

Name & Address of the Procuring Entity	➤ Name: Executive Engineer (PHE-II), Jaipur Development Authority ➤ Address: 302, Citizen care center Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur - 302 004 (Rajasthan) ➤ Email: eephe2@gmail.com
Subject Matter of Procurement	➤ "Rate Contract for Construction of Rain Water Harvesting Structure based on Modular / Cross Wave Technology to revive the defunct tube-wells in Jaipur city followed by operation and maintenance for 05 years under the Jurisdiction of PHE Zone, JDA, Jaipur" ➤ Job No. : JDA/EE PHE-I/2022-2023/Aug/179 dt. 31.08.2022 Rs. 1,54,04,413.00
Bid Procedure	➤ Single-Stage tender (eg. Single-envelope) open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost Based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application participation and payment *	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. ○ Bidding document fee: Rs. 1000/- Rupees (One Thousand only) ○ RISL Processing Fee: Rs. 1500/- (Rupees One Thousand Five Hundred only) - Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR Rs. 89.31 Lakh (Rupees Eighty Nine Lakh Thirty One Thousand Only)
Bid Security Deposit	➤ Amount (INR) : 2% (Rs. 1,78,620/-) for A & AA class contractor registered in other department and 0.5% (44,655/-) for C & Above contractor registered in JDA.
Date/Time/Place of Pre-Bid	➤ N.A.
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 16.08.2023 at 09.30 AM ➤ End Date: 25.08.2023 at 06.00 PM ➤ In case EMD in from BG Original Bank Guarantee is to be submitted in Room No MB-SF-225A (Room No. of DD (E&B) of Main Building, Jaipur Development Authority by 28.08.2023 10.00AM to 31.08.2023 upto 04.00 PM
Bid Submission on e-Procurement Portal of GOR	➤ Start Date: 16.08.2023 at 09.30 AM ➤ End Date: 25.08.2023 at 06.00 PM
Date/Time/Place of Technical Bid Opening	➤ 01.09.2023 at 11.00 AM
Date/ Time/ Place of Financial Bid Opening	➤ N.A.

Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 12 Months
* 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 48 hours prior to closing date of bid participation. Option-3: Payment Gateway (Aggregator) The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation. B. Bid Participation Receipt After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR. - In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis. - In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis. - In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.	
Note: - Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. - In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted. - To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). - JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. - Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. - Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur - The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. - No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. - Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. - The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.	

(Dinesh Kumar Kukana)
Executive Engineer (PHE-II)
JDA, Jaipur

Annexure: 3
As part of NIB Document

Process for Participation & Depositing Payment Online

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)

Section A-1

Instructions to Bidders

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of work: Rate Contract for Construction of Rain Water Harvesting Structure based on Modular / Cross Wave Technology to revive the defunct tube-wells in Jaipur city followed by operation and maintenance for 05 years under the Jurisdiction of PHE Zone, JDA, Jaipur.

1. NIB No. :- E.E.(PHE-II)/04/2023-2024
2. Approximate cost :- Rs. 89.31 Lacs
3. Cost of the tender documents :- Rs 1,000.00
4. Earnest Money :- Rs. @ 0.5 % Rs. 44,655.00
(For Contractors Enlisted in JDA, Jaipur)
:- Rs. @ 2 % Rs. 1,78,620.00
(For Contractors Enlisted in other Govt. Deptts. –“A” & “AA” Category)
5. Download of tender documents :- 16.08.2023 to 25.08.2023 (upto 6:00 PM)
6. Last date & time of upload of tenders: - 25.08.2023 (upto 6:00 P.M.)
7. Date & Time of opening tenders :- 01.09.2023 at 11:00 A.M.
8. Completion period of work :- 12 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. **Percentage above/below or equal to be quoted on the rates as given in the 'G' Schedule.** The work shall be carried out in accordance with the Rajasthan PWD, PHED and JDA detailed specification and to the entire satisfaction of the Engineer-In charge of the work.

Clause-A1

The bid will be opened only of those bidders:-

- 1. The bidder who have satisfactory completed one similar nature of works in last 7 financial years.***
- 2. Certificate issued in this regards by Govt. of India, State Government Department / Local Body / Board / Development Authority & Union Territory shall only be considered.***

- 3. Deposit proper bid security, processing fee, tender fee, GST registration, clearance certificate and copy of registration of contractor in required category are found to be in order. The Bid security, tender fee will be accepted through online payment only.**

Note:-

Bidder Should Read Carefully:-

- 1. Similar Nature of work mean "Providing & installing in position Rain Water Harvesting Structures completed with Modular / Cross Wave Technology or equivalent as per approved material.**
- 2. Experience certificate as stated/mentioned above in Clause-A1 must be uploaded in Cover-1 along with GST Certificate, Registration Certificate, Tender Fee, RISL Fees etc. Failure to upload the requisite documents in Cover-1 shall lead to rejection of bid.**

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

The drawings may also be seen in the office of undersigned.

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

List of the drawing to be supplied by the contractor NIL. But the contractor shall have to arrange at his own cost drawings required for the work after 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 **12 months**. The O&M for 5 year work will start after the completion of **construction** period. **No payment shall be made of O&M for initially **Two year** period.** However separate work orders will be given for the execution of work with different

time period for completion as per requirement .The work should start within Ten days of issue of work order and complete accordingly.

SCHEDULE 'G' : ATTACHED SEPARATELY.

SCHEDULE 'H' : SPECIAL CONDITION.

If any bidder quotes a rate below than the schedule "G" rates, i.e. rates below than "at par", then the bidder has to deposit the difference amount i.e. difference amount of the rates as per "at par" and quoted "below", as "Work Performance Guarantee". This amount has to be deposited before the commencement of work and will be refunded after satisfactory completion of DLP (Defect Liability Period) of work as per UDH, GoR order dated 20.09.2021 (Copy enclosed Annexure-I). Lowest bidder will be issued LOA (Letter of Acceptance) and within 14 days period he has to deposit difference amount in the form of B.G/FDR/NSC. The validity of B.G./FDR/NSC shall be for a period three months beyond of D.L.P. period of work. In case of non-deposition of the same in specified period, the bid security will be forfeited. In case work is not completed satisfactorily, the "Work Performance Guarantee" will be forfeited and other action will be taken as per Contract Agreement."

**SCHEDULE 'I' : SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT :
ATTACHED AT SECTION A3.**

SCHEDULE 'H' : Special condition Attached separately.

- 1. In case of single bid system Annexure "B" enclosed by the bidder regarding qualification of RTPP Act 2012 & Rule 2013 along with bid document, should be signed by the participating bidder before uploading the tender document otherwise the bid of the bidder will be rejected.**
- 2. After dated 31.12.2022 contractor cannot participate in bid without Review Registration.**

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 04.10.2016.

Annexure G : GST Circular for participating in tender: Office order D-172 dated 12.07.2017.

Annexure H : Finance (G&T) department, notification dated 22.10.2021

Annexure I : JDA Order D-75 dated 26.08.2021

Annexure J : Finance (G&T) department, notification dated 12.01.2022

Annexure K : JDA Office Order No. JDA/EE & (TA to Dir. Engg.-I)/2022/D-194 dated 06.09.2022

SIGNATURE OF CONTRACTOR

**EXECUTIVE ENGINEER (PHE-II)
Jaipur Development Authority,
Jaipur**

With full address & Mobile No. :

TENDER FOR WORKS

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

Memorandum

- (a) **General description of work..-** :
- (b) **Estimated cost** : **Rs. 89.31 Lacs**
- (c) **Earnest money** : **Rs. 1,78,620.00** for enlisted contractors outside JDA and
: **Rs. 44,655.00** @1/2% within JDA enlistment.

(d) **Security Deposit :**

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

However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills."

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

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

Validity of rates 120 days.

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

Signature of Witness
Witness's address & Occupation
Date:

Signature of Contractor
Address of Contractor

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

EXECUTIVE ENGINEER (PHE-II)
Jaipur Development Authority,
Jaipur

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

Scope of work & Special Conditions of Contract

Scope of Work & Special Conditions of Contract

SCHEDULE 'I'

1. Contractor shall have to maintain and keep the complete structures functional and in good condition for **Five year** after completion period, which includes cleaning of media, Rain filter, silt chamber, oil & grease chamber, Geo-Textile etc. This also includes replacement of filter media as required. No payment will be done for initially Two year O&M period.
2. While keeping the Storm water harvesting structure operational during the rains, care shall be taken that initial runoff during first rains does not enter the structure as it may be having high turbidity.
3. Quantity of work / individual item can be increased or decreased. However, no guarantee is given about the actual quantity of work.
4. No extra charges for higher size of excavation in collapsible strata will be paid by the JDA. The tenderers shall have to make their own arrangement for completing the work and no claim in this respect will entertained.
5. **The contractor shall deploy trained persons to asses the functionality of the structures during the rain time and the photographs and details should be submitted periodically to the EIC.**
6. Proper maintenance should be done by the contractor otherwise the structure shall be got maintained by other agency on contractor risk and cost.
7. The contractor/firm or company while executing the above work will adopt all safety measures on his cost to safe guard from any loss of life and damage of public and private property. If any loss and damage occurred than firm shall pay full compensation from their own pocket. All the consequences will be borned by them and JDA will not be responsible in any case.
8. The contractor will be fully responsible for structural safety stability and water tightness of the structures. The Contractor shall be solely responsible for the safety of labour, public and private property.
9. The contractor/firm or company will display necessary signboards & lights from safety point of view for nights at site of work at his own cost as directed by the authorized Engineer In charge.
10. The surplus earth & damaged materials will be immediately removed from the site of work & dumped as per instruction of Engineer in Charge.
11. No extra payment will be made to the contractor on account of clearance of all kind of utility services falling in the alignment of the water harvesting structures.
12. Steel if arranged by the contractor, a testing certificate shall be produced by contractor for whole lot.
13. Electric and water connections, if needed, shall be arranged by the contractor himself.

14. The contractor/firm/company is bound to get the workmen insured against accident from Insurance Company on his own cost.
15. The contractor/firm or company will take utmost care to safeguard the water mains; Electric & Telephone cable existing surface drains water connections etc., while executing the work.
16. The tenderer shall provide at the site all material he shall be required to use for timbering/strutting shoring excavation of trenches and which he shall bring to the site, prior to start of excavation after approval of the authorized Engineer in Charge, without any extra charges.
17. The material collected at site & paid provisionally shall remain under the watch & ward of the contractor till it is consumed fully on the work.
18. Contractor shall provide sufficient number of boards at site of work indicating 'JDA AT WORK' at his own cost as required by engineer-In charge, and make arrangements for traffic management by deputing his own staff if found necessary. A penalty of Rs. 500.00 per day per site shall be levied against non providing of display boards.

19. Payments

- a) No running payment shall be made for part Rain Water harvesting Structure. 90 % payment of each structure shall be made on completion, commissioning and successful testing of individual Rain Water Harvesting Structure. Balance 10 % payment shall be made after successful performance during first rainy season.

10 % Security Deposit and other deductions shall be made as per prevailing rules of the Government.

b) Conditions regarding Security Deposit

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

- | | | |
|---|--------------------------------|----------------------------|
| 1 | After completion of one year | 20% of SD Amount |
| 2 | After completion of two year | 20% of SD Amount |
| 3 | After completion of Three year | Remaining 60% of SD Amount |

c) Forfeiture of SD-

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

d) Condition for Payment during O&M period -

- i. For O & M payment, payment shall be made for last 3 years period only, commencing next day of successful completion of initially Two year O&M period. No payment shall be made for initially Two years. Payment for O&M shall be made on yearly basis. Operation & Maintenance of the RWH structures includes cleaning of filter media, Rain Filter, Silt chamber, Oil & Grease chamber, water catchers, Geo-Textile and other components etc. The work include replacement of top layer filter media as per specification & drawing, repairing and restoration of RWH structures if damaged due to any reason as per direction of engineer in charge to keep the RWH structures functional & in good condition.
- ii. All the (RWH) structure should be keep, maintained and functional before onset rainy season. Each structures should be attended having documentary evidence by means of photographs of each instance i.e. at the time of staring work, completion of work and finally performance during rainy season. This is the pre-condition for yearly payment of O&M period also.

20. As built drawing

Submission of the as – built drawing for the completion work is the pre-condition for the final payment of the bill. The final drawing shall be submitted in one reproducible set and 5 copies of an approved size. The contractor shall submit all the completion drawing on CD in two copies with proper directory structure.

21. The contractor will pay compensation to the house owner or to the owner of any adjoining property or any other works for the damaged sustained on account of this work while in progress or complete from his own pocket.
22. Penalty of Rs. 1000.00 per day per structure will be levied if the contractor fails to properly clean and maintain the structure. After three days if contractor fails to clean and maintain the structures these will be get cleaned by some other agency at the risk and cost of the contractor.
23. **Inspection of works during Defect Liability / O & M Period** The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/ A.En., at least once in three months. The Engineer-in-charge can reduce this frequency in case of emergency.
24. One register has to be maintained by the agency for recording the inspection details of works in his jurisdiction under defect liability period.
25. **Force Majeure**_The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

Signature of Contractor
with full address & Mobile No.

Executive Engineer (PHE-II)
JDA, Jaipur.

Section A-4

Annexure

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

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit 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.

Annexure B :**Declaration by the Bidder regarding Qualifications****Declaration by the Bidder**

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

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

Date :
Place :

Signature of bidder

Name :
Designation :
Address :

Annexure C :**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 Executive Committee (E.C.), JDA Jaipur.**

(1) Filing an appeal

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

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

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

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to 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 and 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

Annexure D :**Additional Conditions of Contract****1. Correction of arithmetical errors**

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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
(PHE-II)
with full address & Mobile No.

Executive Engineer
JDA, Jaipur

Annexure E:

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) BT 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 DLP period	1 st year	2 nd year	3 rd year	5 th year
1.	Upto 1 year	100%	40%	20% ✓	10%
2.	Upto 2 year		60%	20% ✓	10%
3.	Upto 3 year			60% ✓	10%
4.	Upto 4 year				20%
5.	Upto 5 year				50%

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC/tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
- (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
- (iv) Similarly if any work is more than Rs. 25 lakhs but 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

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

Sd/-
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

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

Annexure F:

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)

Annexure G:

जयपुर विकास प्राधिकरण, जयपुर

क्रमांक :- F-()JDA/Sr.Ao.works-II/2017/D-172

दिनांक :- 12.7.17

आदेश

1 जुलाई 2017 से भारत सरकार के नोटिफिकेशन द्वारा GST लागू होने के कारण व्यक्तियों/फर्म/कम्पनी/संस्था/टेकेदार के निर्माण/सिविल आपूर्ति/सेवाओं इत्यादि के कार्यों के प्राधिकरण द्वारा बिल भुगतान किये जाने के लिये प्राधिकरण कर सलाहकार चार्टर्ड एकाउन्टेन्ट से प्राप्त हुई राय के क्रम में निम्नांकित प्रमाण पत्र/शपथ पत्र/Invoice बिलों के साथ प्रस्तुत किया जाना सुनिश्चित करावे :-

1. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के अन्तर्गत रजिस्ट्रेशन प्रमाण पत्र की स्वप्रमाणित फोटो प्रति।
2. व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार का GST के रजिस्ट्रेशन नहीं होने के स्थिति में स्वप्रमाणित शपथ पत्र।
3. अप्रजिकृत व्यक्ति/फर्म/कम्पनी/संस्था/टेकेदार के बिलों के भुगतान की स्थिति में मासिक टैक्स Invoice भुगतान-अधिकारी द्वारा मासिक आधार पर उसी माह के अंत में तैयार करवाया जाना सुनिश्चित किया जावेगा।
4. आपूर्ति एवं सेवा के विरुद्ध भुगतान बिलों में Vat/Service Tax चार्ज होने (Vat/Service Tax होने) पर (दिनांक 30.06.17 तक आपूर्ति एवं Invoice जारी करने पर) Taxable Invoice नहीं बनाया जावेगा एवं इनका भुगतान पूर्वानुसार (01.07.2017 से पूर्व निहित प्रक्रिया अनुसार) किया जाना सुनिश्चित करावे।

स्पष्टीकरण :- दिनांक 30.06.17 तक सामान की आपूर्ति के बिलों में Vat Invoice होने पर या अन्यथा होने पर इनका भुगतान पूर्वानुसार 01.07.2017 से पूर्व निहित प्रक्रिया अनुसार किया जावेगा।

संलग्न :- GST रेट तथा HSN/SAC CODE की फोटो प्रति

(बृजेश किशोर शर्मा)
निदेशक(वित्त)

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

1. वरिष्ठ निजी सचिव, आयुक्त, जविप्रा, जयपुर।
2. वरिष्ठ निजी सचिव, सचिव, जविप्रा, जयपुर।
3. निदेशक (वित्त/विधि/अभियांत्रिकी-प्रथम व द्वितीय/आयोजना/परियोजना, जविप्रा, जयपुर।
4. अतिरिक्त आयुक्त(प्रशासन/पूर्व/पश्चिम/एल.पी.सी./भूमि), जविप्रा, जयपुर।
5. संयुक्त आयुक्त(सिस्टम मैनेजमेन्ट/संसाधन एवं समन्वय), जविप्रा, जयपुर।
6. विशेषाधिकारी(संसाधन विकास), जविप्रा, जयपुर।
7. अतिरिक्त निदेशक(राजस्व एवं सम्पत्ति निस्तारण), जविप्रा, जयपुर।
8. समस्त जोन उपायुक्तगण , जविप्रा, जयपुर।
9. मुख्य लेखाधिकारी(पी. एण्ड ए.), जविप्रा, जयपुर।
10. उपनिदेशक(व्यय एवं बजट), जविप्रा, जयपुर।
11. वरिष्ठ लेखाधिकारी(निर्माण-प्रथम/द्वितीय/आर.सी.आर./पेंशन/नीलामी), जविप्रा, जयपुर।
12. सिस्टम एनालिस्ट, जविप्रा, जयपुर को प्रेषित कर लेख है कि सिस्टम में GST नम्बर सम्मिलित करने एवं Tax Invoice बनाने की प्रक्रिया तैयार करावे।
13. उप रजिस्ट्रार(सहकारिता), जविप्रा, जयपुर।
14. अधिशाषी अभियन्ता जोन , जविप्रा, जयपुर।
15. वरिष्ठ उद्यानविज्ञ, जविप्रा, जयपुर।
16. लेखाधिकारी (भुगतान/योजना/निर्माण)/सहायक लेखाधिकारी, जविप्रा, जयपुर।
17. प्रभारी अधिकारी, नागरिक सेवाकेन्द्र, जविप्रा, जयपुर।
18. सलाहकार(जनसम्पर्क), जविप्रा, जयपुर।
19. रोकड़ियों(निर्माण/सिविल/भूमि आवृत्ति), जविप्रा, जयपुर।
20. रक्षित पत्रावली

अति.निदेशक(रा.एवं स.नि.)

Annexure H:



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

भाग 4 (ग)

उप-खण्ड (I)

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

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

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

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

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

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

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

Explanation : For the purpose of this rule,-

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



1827

राजस्थान राज-पत्र, अक्टूबर 22, 2021

भाग 4 (ग)

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

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

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।



जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा/अधि. अभि./त.स.नि.अ.-1/2021/डी-75

दिनांक :- 26/8/2021

To

Contractor's Association
Jaipur Development Authority
Jaipur.

जयपुर विकास प्राधिकरण में विभिन्न कार्यों हेतु कार्यों की प्रकृति के अनुसार निविदाएँ, कार्यालय आदेश क्रमांक JDA/Ex.En. (TA to Dir.Engg.-I)/2014-15/D-202 Dated:16.02.2015 द्वारा एकल बिड व Two bid में invite की जाती है। निविदाओं के evaluation के दौरान प्रायः यह देखा जाता है कि निविदाकर्ता द्वारा निविदा प्रपत्र में अंकित दिशानिर्देशों के अनुसार प्रस्तुत किए गये आवश्यक दस्तावेज या तो अधूरे होते हैं या चाहे गये प्रफोर्मा प्रपत्र के अनुसार नहीं आवेदित किए जाते हैं। इस कारण से कई बार निविदाएं छोटी-छोटी गलतियों की वजह से निरस्त हो जाती है या Particular bidder disqualify हो जाते हैं। कुछ सामान्य गलतियाँ निम्नानुसार हैं:-

1. Schedule 1 to 4 को नहीं भरना।
2. RPPP प्रपत्र A,B,C,D को नहीं भरना व हस्ताक्षर नहीं करना।
3. निविदा दस्तावेज विभिन्न दस्तावेजों पर स्वयं के या नोटेरी के हस्ताक्षर नहीं होना।
4. रजिस्ट्रेशन की प्रति नहीं लगाना।
5. EMD Receipt नहीं लगाना।
6. Work performance certificate नहीं लगाना।
7. Non Judicial Stamp पर दी जाने वाली सूचनाएं सामान्य प्रष्ठ पर देना।
8. Two bid निविदाओं में वर्ष वार कार्य की मात्राएं एवं राशि नहीं देना।
9. अनावश्यक दस्तावेज उपलब्ध कराना।
10. Online bidding के लिए आवश्यक विभिन्न शुल्क जमा नहीं कराना।
11. GST Clearance Certificate नहीं लगा होना।
12. Certificate having quantities financial year wise should not be missing.
13. Certificate of maximum value of similar nature work executed in any one last financial year out of last five financial year.
14. Annual turn over certificate by CA नहीं लगाना।
15. मशीनरी की details संलग्न नहीं करना।
16. Bid Fee, Bid Processing Fee, Tax Clearance Certificate should not be missing.
17. Completion certificate of required similar nature component is to be enclosed.
18. Litigation History Should be enclosed.
19. Information regarding existing commitments and ongoing works should be enclosed.

इस सम्वन्ध में सभी निविदाताओं को सूचित किया जाता है कि निविदाएं जमा करने से पहले निविदा प्रपत्र में अंकित व चाहि गयी सूचनाएं उचित तरीके से भर कर ही निविदा प्रस्तुत करे जिससे अनावश्यक रूप से निविदा निरस्तीकरण से बचा जा सके। त्रुटीपूर्ण निविदा की स्थिति में निविदाता स्वयं ही जिम्मेदार होंगे।

(3/8)
अधीक्षक अभियन्ता एवं
तक.सहा. निदे. (अभि.-प्रथम)
जविप्रा, जयपुर

रामकिशोरव्यासभवन, इन्दिरासर्किल, जवाहरलालनेहरूमार्ग, जयपुर-302004

दूरभाष- : ईपीबीएक्स - +91-141-2569696 एक्सटेंशन: (7209); फ़ैक्स- +91-141-2574555

e-Mail : {sudhirsharma.jda@rajasthan.gov.in}

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जयपुर विकास प्राधिकरण, जयपुर

www.jda.urban.rajasthan.gov.in

क्रमांक जविप्रा/अधि. अभि./त.स.नि.अ.-1/2021/डी-75

दिनांक :- 26/8/2021

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

1. निजी सचिव, आयुक्त, जविप्रा, जयपुर।
2. निजी सचिव, सचिव, जविप्रा, जयपुर।
3. निदेशक (अभियांत्रिकी-प्रथम/द्वितीय/वित्त), जविप्रा, जयपुर।
4. समस्त अतिरिक्त मुख्य अभियन्ता, जविप्रा, जयपुर।
5. समस्त अधीक्षण अभियन्ता, जविप्रा, जयपुर।
6. समस्त अधिशासी अभियन्ता, जविप्रा, जयपुर।
7. रक्षित पत्रावली।

अधिशासी अभियन्ता एवं
तक.सहा. निदे. (अभि.-प्रथम)
जविप्रा, जयपुर

रामकिशोरव्यासभवन, इन्दिरासर्किल, जवाहरलालनेहरुमार्ग, जयपुर-302004

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e-Mail : {sudhirsharma.jda@rajasthan.gov.in}

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

भाग 4 (ग)

उप-खण्ड (I)

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

FINANCE (G&T) DEPARTMENT**NOTIFICATION**

Jaipur, January 12, 2022

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

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

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

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

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

By Order of the Governor,

Vimal Kumar Gupta,
 Joint Secretary to the Government.

1936

Government Central Press, Jaipur.



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

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No. JDA/ E.E. & (TA to Dir. Engg.-I)/2022/D-194

Dated: - 6/9/2022

Office Order

In the standard bid document (Two bid system) of JDA, Clause 5: Rejection of Bids, subclause (iii) shall be replaced and read as under with immediate effect:-

S.N.	Provision as per standard Bid document	As per GoR orders F.8(15)Fin/SPFC/2020 dated 17.05.2022
1.	"If all the copies enclosed in support and affidavit is not duly attested by notary public/gazetted officer/Self (as per order No F 14(22)JDA/Estt./2014 Dated 01.01.2015) then bid of the bidder is to be rejected."	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/type of file specified in evaluation and Qualification criteria 'All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed'.

The following additional condition should be added in the standard Bid document (Two Bid system)

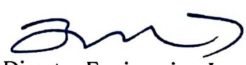
1. The Affidavits and Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.
2. In case of single Bid system Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.

This will be enforced with immediate effect.


Director Engineering-I
JDA, Jaipur

Copy to:-

1. Director (Engineering-I/II/III/IV), JDA, Jaipur.
2. Director (Finance), JDA, Jaipur.
3. C.F. JDA, Jaipur.
4. All Additional Chief Engineers, JDA, Jaipur.
5. All Superintending Engineers, JDA, Jaipur.
6. All Executive Engineers, JDA, Jaipur for include this in every bid instead of previous condition.
7. O.S.D. (RM)/A.D.R. , JDA, Jaipur.
8. Sr. Horticulture, JDA, Jaipur.
9. Sr. A.O., JDA, Jaipur.


Director Engineering-I
JDA, Jaipur

C:\Users\Admin\Desktop\Office Order Letter Head-English UO Note 2022.docx

Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004
Direct Line- {+91-141-2563234} : EPABX - +91-141-2569696 Extn : {7203} : Fax - +91-141-2574555

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SPECIAL CONDITIONS

1. 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.
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. Tax exemption/ Tax liabilities if any shall be applicable as per prevailing government rule and bidder has to consider this while quoting the rates.
5. The contractor shall not work after the sunset and before sunrise without specific permission of the authority Engineer.
6. 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.
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. 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.
9. 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 GST & other taxes levied by GOR & GOI.
11. 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 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
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. Bids 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-Incharge 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 Bid 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 Bids 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 Bidder are required to submit copy of their enlistment as contractor.
21. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
22. 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.
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 shall be applicable.
24. Time period of work can be increased as per RTPP Rules.
25. **In case of single bid system Annexure "B" enclosed by the bidder regarding qualification of RTPP Act 2012 & Rule 2013 along with bid document, should be signed by the participating bidder before uploading the tender document otherwise the bid of the bidder will be rejected.**
26. **After dated 31.12.2022 contractor cannot participate in bid without Review Registration.**
27. **This work is for emergency nature of work. Contractor has to mobilize the machinery, labour & material etc. within 5 hours of information at work site. If contractor fails to deploy as above then a penalty of Rs. 50,000/- per 24 hours may be imposed. If contractor fails to deploy as above within 48 hours then the work will be executed at risk & cost of agency.**

Signature of Contractor
with full address & Mobile No.

Executive Engineer (PHE-II)
JDA, Jaipur

ANNEXURE- I**[Reference Clause 3(i)]**

Signed
Photograph of
Applicant

To be given on Non-Judicial stamp
Paper of Rs. 50/- only,

AFFIDAVIT

**I/We..... Proprietor/ Partner/ Authorized
signatory of M/s under take the oath that the
information furnished by me/us in schedule I to VII 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.

ANNEXURE- II

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 **“Restoration / Shifting of damaged sewer lines at various locations under PHE-II, JDA, Jaipur.”**

WHEREAS, _____ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated for the work of **“Restoration / Shifting of damaged sewer lines at various locations under PHE-II, JDA, Jaipur.” (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 ICICI0006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

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

PAYMENT MECHANISM FOR PARTICIPATING IN TENDER

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

A. Payment Options:

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

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

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

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

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

Option-3: Payment Gateway (Aggregator)

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

B. Bid Participation Receipt

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

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

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

ANNEXURE- II**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 "Construction of OHSR, Clear Water Reservoirs with P/L/J of Pipe line & installation of pumps to provide water supply for Shree Balaji Dham, Shree Balaji Dham-1 and Shree Balaji Dham-2 Niji Khatedar Scheme under the Jurisdiction of EE, PHE-II, JDA, Jaipur"

WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated for the work of "Construction of OHSR, Clear Water Reservoirs with P/L/J of Pipe line & installation of pumps to provide water supply for Shree Balaji Dham, Shree Balaji Dham-1 and Shree Balaji Dham-2 Niji Khatedar Scheme under the Jurisdiction of EE, PHE-II, JDA, Jaipur" (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:

- (4) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (5) if the Bidder refuses to accept the correction of errors in his bid;
- (6) 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.]

Section A-5

Bill of Quantities

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of work:- Rate Contract for Construction of Rain Water Harvesting Structure based on Modular / Cross Wave Technology to revive the defunct tube-wells in Jaipur city followed by operation and maintenance for 05 years under the Jurisdiction of PHE Zone, JDA, Jaipur.

"G"-Schedule

Part-A:-BSR Items

S. No.	Particulars	Unit	Qty.	Rate (In Rs.)	Amount (In Rs.)
1	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	Cum	1,395.00	111.60	1,55,682.00
2	Supplying and Filling in plinth with river sand under floors including watering ramming consolidating and dressing complete including cost of sand.	Cum	75.00	639.00	47,925.00
3	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M15 grade Nominal Mix cum 1: 2: 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).	Cum	27.00	2,882.70	77,832.90
4	Supplying & Laying of Stone Aggregate (Single size) : 20 mm nominal size	Cum	75.00	540.00	40,500.00
5	Demolishing CC/R.C.C. work by mechanical power driven means and stockpiling at designated locations and disposal of dismantled material up to to lead of 50 m, stacking serviceable and unserviceable	Cum	136.56	612.90	83,697.62

S. No.	Particulars	Unit	Qty.	Rate (In Rs.)	Amount (In Rs.)
	material seperately including cutting reinforcement bars				
6	Providing and Fixing Unplasticized Poly Vinyl Chloride (UPVC) SWR Pipes Type B for sciland waste discharge system (IS:13592 : 1992 Marked) of approved quality /make 110 mm Dia. (Connection from Drain to Gully Trap Chamber)	Mtr.	360.00	198.00	71,280.00
7	Development of tube well as per IS specification using suitable compressor to give sand free water for required yield of the gravel packed tube well.	Hour	60.00	445.50	26,730.00
8	Providing, laying and jointing of UPVC class III (6 kg/cm ²) ISI marked pipe with socket suitable for electromeric sealing ring type joint (ESR) in assorted length with fixing of PVC/C.I. Special (excluding cost of valve)fixing at CID joint after cutting, tapering etc. This include the excavation of trench upto 1.5 mtr. depth in all type of soil cutting of road surface pavement where required lift upto 1.5 mtr. stacking the soil clear form the edge of excavation and refilling of soil after laying and jointing of pipe line with proper compaction and disposing of all surplus soil as directed with in lead of 30 mtr. This also include getting the pipe line tested and site clearance etc. complete job (Make of pipe KISAN, FINOLEX). (D-547 dt. 20.12.2011) 315 mm dia	Mtr.	180.00	2,720.00	4,89,600.00
9	Providing at site, lowering & laying in trenches, aligning & jointing of 300 mm dia RCC pipes NP3 class (with s/s ends) IS: 458 - 2021 (amended up to date) marked and manufactured through vertical/vibrated casting process at all depths with Rubber gaskets (EPDM/SBR) for sewer lines as per IS: 5382 (including cost of Rubber gaskets, lubricants) as per drawing, sectional hydro testing of the sewer pipe line (including cost and conveyance of water to	Per Mtr.	840.00	1,133.00	9,51,720.00

S. No.	Particulars	Unit	Qty.	Rate (In Rs.)	Amount (In Rs.)
	site for testing) etc., complete as per specification and / or as directed by Engineer. Note : E/w to be measured and paid separately				
10	Operation and Maintenance of Rain Water Harvesting (RWH) Structure. (No payment shall be made of O&M for initially Two year period)				
10.1	3 rd Year	Per Structure/ Per Year	30.00	6,451.00	1,93,530.00
10.2	4 th Year	Per Structure/ Per Year	30.00	6,451.00	1,93,530.00
10.3	5 th Year	Per Structure/ Per Year	30.00	6,451.00	1,93,530.00
Total Part-A Rs.					25,25,557.52

Executive Engineer (PHE-II)
JDA, Jaipur

I/We Quote as % above/ below the schedule " G "

(in Words.....)

'Signature of Contractor With full Address & Mobile No.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work:- Rate Contract for Construction of Rain Water Harvesting Structure based on Modular / Cross Wave Technology to revive the defunct tube-wells in Jaipur city followed by operation and maintenance for 05 years under the Jurisdiction of PHE Zone, JDA, Jaipur.

H-Schedule

Part-B

S. No.	Particulars	Unit	Qty	Rate quoted by Bidder	Amount
1	Providing and fixing of non-woven geotextile having thickness of 400 GSM having minimum tear strength of 250 ASTM D44533, width wise at least 215 ASTM D4533 having puncture strength of 1550 plus as per ASTM D6241 having elongation of Break % of 57 plus as per ASTM D 4595 in two layers, made out of long fibers to hold the modules and protect liner including cutting, sizing, heat welding and needle punched for high porosity and proper percolation. Complete as per entire satisfaction of engineer-in-charge (Manufacture test certificate is to be submitted).	SqM/ Single Layer	1,248.00		5,22,912.00
2	Providing and installing in position Recycled co-polymer modular structure with large plates/module and small plates/modular having more than 94.7 % void volume ratio fixed in arrangement as per approved pattern / design to bear long term vertical and horizontal compressive stress of 14kn/sqm and short term vertical stress of 35 to 40 kn/sqm; suitable for traffic load (with adequate backfill) of 14 t truck (the design to be approved from the Engineer-in-charge) complete as per directions of Engineer-in-Charge. (Cross wave or equivalent). The rates are inclusive of all necessary transportation, loading, unloading & taxes etc. as per entire satisfaction of Engineer-in-charge.	CuM	120.00		25,59,720.00

S. No.	Particulars	Unit	Qty	Rate quoted by Bidder	Amount
3	Providing, fixing, installing, testing and commissioning of CGWB/GRIHA approved Micro Filter of FRP Container to accumulate storm water having desilting suspended solid catcher made out of FRP with strainers steel 304 grade strainers, having steel bucket of 600 micron capable of eliminating finer particulate matter up to 90 micron filtration made of SS net with long fiber foam of 25 mm thickness, green color, filtration capacity not less than 80 kl/Hr complete in accordance to the design, drawing and specification complete as per entire satisfaction of Engineer-in-charge (The filter should be tested by NABL Laboratory). All material should be approved before installation by the Engineer-In-Charge. Lifting at any height, loading, unloading all taxes charges, all I & M, T & P as complete job Nothing extra will be paid whatsoever the case may be.	Nos.	30.00		26,27,370.00
4	Constructing Brick masonry Filter Protection Chamber with Bicks of CD-75 in cement mortar 1:4 (1 cement : 4 coarse sand) with 100 mm thick Pre cast R.C.C M-25 grade Cover of size 1000X500 mm, foundation concrete 1:4:8 mix (1 cement : 4 coarse sand : 8 graded stone aggregate 40mm nominal size) inside plastering 12mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement as per standard design : a) Inside size1000x1000 mm and 1000 mm deep.	Nos	30.00		3,00,000.00
5	Constructing brick masonry road gully chamber 50x45x60 cm with bricks of class designation 75 in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm precast R.C.C. horizontal grating with frame complete as per standard design : With bricks.	Nos	90.00		3,94,650.00
	Total Part-B Rs.				

Executive Engineer (PHE-II)
JDA, Jaipur